

# DIVIDER

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

PU-2764-02-411

Cellco Partnership/Polar Telecommunications, Inc.  
Interconnection Agreement

Application

02

Filed 8/2/2002

Closed 10/14/2002

## DESCRIPTION

**Scott, Sandi L.**

**From:** Bauske, Shelly A.  
**Sent:** Monday, November 18, 2002 12:44 |  
**To:** Scott, Sandi L.  
**Subject:** FW: Money Received.....

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

**From:** Geiger, Gloria A.  
**Sent:** Monday, November 18, 2002 12:36 PM  
**To:** Bauske, Shelly A.  
**Cc:** Geiger, Gloria A.  
**Subject:** RE: Money Received.....

Gloria Geiger  
North Dakota Public Service Commission  
600 E Boulevard 13th Floor Dept 408  
Bismarck, ND 58505-0480  
701-328-2401  
fax 701-328-2133  
gag@psc.state.nd.us

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

**From:** Bauske, Shelly A.  
**Sent:** Monday, November 18, 2002 10:45 AM  
**To:** Geiger, Gloria A.  
**Subject:** Money Received.....

- Case No. PU-2768-02-415
  - Case No. PU-2767-02-414
  - Case No. PU-2766-02-413
  - Case No. PU-2765-02-412
  - Case No. PU-2764-02-411
  - Case No. PU-2763-02-412
  - Case No. PU-2762-02-409
  - Case No. PU-2761-02-408
  - Case No. PU-2760-02-407
  - Case No. PU-2759-02-406
  - Case No. PU-2758-02-405
  - Case No. PU-2757-02-404
  - Case No. PU-2756-02-403
  - Case No. PU-2755-02-402
  - Case No. PU-2754-02-401
  - Case No. PU-2753-02-400
  - Case No. PU-2752-02-399
  - Case No. PU-2751-02-398
  - Case No. PU-2750-02-397
  - Case No. PU-2749-02-396
  - Case No. PU-2769-02-416
- Verizon Wireless

- 11 PU-2768-02-415 Pages: 0
- 12 PU-2767-02-414 Pages: 0
- 12 PU-2766-02-413 Pages: 0
- 12 PU-2765-02-412 Pages: 0
- ✓12 PU-2764-02-411 Pages: 0
- 13 PU-2765-02-412 Pages: 0
- 12 PU-2762-02-409 Pages: 0
- 12 PU-2761-02-408 Pages: 0
- 12 PU-2760-02-407 Pages: 0
- 12 PU-2759-02-406 Pages: 0
- 12 PU-2758-02-405 Pages: 0
- 12 PU-2757-02-404 Pages: 0
- 12 PU-2756-02-403 Pages: 0
- 12 PU-2755-02-402 Pages: 0
- 12 PU-2754-02-401 Pages: 0
- 12 PU-2753-02-400 Pages: 0
- 12 PU-2752-02-399 Pages: 0
- 12 PU-2751-02-398 Pages: 0
- 13 PU-2750-02-397 Pages: 0
- 12 PU-2749-02-396 Pages: 0
- 11 PU-2769-02-416 Pages: 0

\$18.70 received

by Celco Partnership/United Telephone Mutual Aid Co  
11/19/2002 CC: Comm Legal Illona Jerry .

STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION

Interconnection Agreement Amendments

1-800-RECONEX, Inc./Qwest Corporation	Case No. PU-2469-02-339
Integra Telecom of North Dakota, Inc./Qwest Corporation	Case No. PU-2463-02-340
Midcontinent Communications, Inc./Qwest Corporation	Case No. PU-2745-02-382
VAL-ED Joint Venture, L.L.P./Qwest Corporation	Case No. PU-2746-02-383

Interconnection Agreements

Cellco Partnership/Reservation Telephone Cooperative	Case No. PU-2749-02-396
Cellco Partnership/North Dakota Telephone Company	Case No. PU-2750-02-397
Cellco Partnership/BEK Communications Cooperative	Case No. PU-2751-02-398
Cellco Partnership/Consolidated Telecom	Case No. PU-2752-02-399
Cellco Partnership/Griggs County Telephone Co.	Case No. PU-2753-02-400
Cellco Partnership/Inter-Community Telephone Company, L.L.C.	Case No. PU-2754-02-401
Cellco Partnership/Moore and Liberty Telephone Company	Case No. PU-2755-02-402
Cellco Partnership/Northwest Communications Cooperative, A Cooperative Association	Case No. PU-2756-02-403
Cellco Partnership/West River Telecommunications Cooperative	Case No. PU-2757-02-404
Cellco Partnership/Dakota Central Telecommunications Cooperative	Case No. PU-2758-02-405
Cellco Partnership/Dakota Central Telecom I	Case No. PU-2759-02-406
Cellco Partnership/Dickey Rural Communications, Inc.	Case No. PU-2760-02-407
Cellco Partnership/Dickey Rural Telephone Cooperative	Case No. PU-2761-02-408
Cellco Partnership/Midstate Communications, Inc.	Case No. PU-2762-02-409

<b>Cellco Partnership/Midstate Telephone Company</b>	<b>Case No. PU-2763-02-410</b>
<b>Cellco Partnership/Polar Telecommunications, Inc.</b>	<b>Case No. PU-2764-02-411 ✓</b>
<b>Cellco Partnership/Polar Communications Mutual Aid Corporation</b>	<b>Case No. PU-2765-02-412</b>
<b>Cellco Partnership/Red River Telecom, Inc.</b>	<b>Case No. PU-2766-02-413</b>
<b>Cellco Partnership/Red River Rural Telephone Association</b>	<b>Case No. PU-2767-02-414</b>
<b>Cellco Partnership/Turtle Mountain Communications, Inc.</b>	<b>Case No. PU-2768-02-415</b>
<b>Cellco Partnership/United Telephone Mutual Aid Corporation</b>	<b>Case No. PU-2769-02-416</b>

**AFFIDAVIT OF SERVICE BY CERTIFIED MAIL AND ORDINARY MAIL**

STATE OF NORTH DAKOTA  
COUNTY OF BURLEIGH

**Sharon Helbling** deposes and says that:

she is over the age of 18 years and not a party to this action and, on the **11th day of October, 2002**, 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:

**Order**

The envelopes were addressed as follows:

Dan Kuntz  
P O Box 1695  
Bismarck ND 58502-1695

**Cert. No. 7001 1940 0005 3426 5429**

Karen Johnson  
Integra Telecom Inc  
19545 NW Von Neumann Dr Ste 200  
Beaverton OR 97006  
**Cert. No. 7001 1940 0005 3426 5443**

James Walter  
VAL-ED Joint Venture L L P  
702 Main Ave  
Moorhead MN 56560  
**Cert. No. 7001 1940 0005 3426 5467**

William E Braun  
1-800-RECONEX, Inc.  
2500 Industrial Ave  
Hubbard OR 97032

**Cert. No. 7001 1940 0005 3426 5436**

Tom Simmons  
Midcontinent Communications Inc  
5001 W 41<sup>st</sup> St  
Sioux Falls SD 57106  
**Cert. No. 7001 1940 0005 3426 5450**

Don Negaard  
Pringle & Herigstad  
P O Box 1000  
Minot ND 58702-1000  
**Cert. No. 7001 1940 0005 3426 5474**

**Sharon Helbling** further deposes and says that on the **11th day of October, 2002**, she deposited in the United States Mail, Bismarck, North Dakota, **17** 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

Royce S Aslakson  
Reservation Telephone Cooperative  
P O Box 68  
Parshall ND 58770

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

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

L Dan Wilhelmson  
Consolidated Telcom  
P O Box 1408  
Dickinson ND 58602-1408

Ray Brown  
Griggs County Telephone Co.  
P O Box 506  
Cooperstown ND 58425-0506

Ray Brown  
Moore and Liberty Telephone Company  
P O Box 66  
Enderlin ND 58027

Keith Anderson  
Inter-Community Telephone Company L.L.C.  
P O Box 8  
Nome ND 58062

Kenneth Lund Jr  
Northwest Communications Cooperative  
P O Box 38  
Ray ND 58849-0038

Albert Grosz  
West River Telecommunications Cooperative  
P O Box 467  
Hazen ND 58545-0467

Keith Larson  
Dakota Central Telecommunications Coop  
Dakota Central Telecom I  
P O Box 299  
Carrington ND 58421-0299

Darren Moser  
Dickey Rural Telephone Cooperative  
Dickey Rural Communications Inc  
P O Box 69  
Ellendale ND 58436-0069

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

David Dunning  
Polar Communications Mut Aid Corp  
Polar Telecommunications Inc  
P O Box 270  
Park River ND 58270

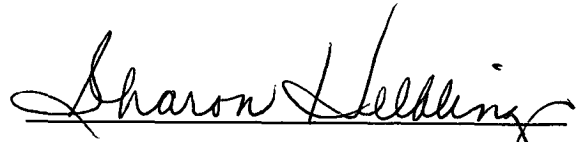
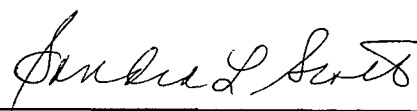
Ardon M Doran  
Red River Rural Telephone Assoc  
Red River Telecom Inc  
P O Box 136  
Abercrombie ND 58001

Kenneth Carlson  
United Telephone Mut Aid Corp  
Turtle Mountain Communications Inc  
P O Box 729  
Langdon ND 58249-0729

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

Subscribed and sworn to before me  
this 11th day of October, 2002.

SEAL

Notary Public

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

**MOTION**

**October 10, 2002**

**APPROVED**

DATE: 10-10-02  
KME

Interconnection Agreement Amendments:

<b>1-800-RECONEX, Inc./Qwest Corporation</b>	<b>Case No. PU-2469-02-339</b>
<b>Integra Telecom of North Dakota, Inc./Qwest Corporation</b>	<b>Case No. PU-2463-02-340</b>
<b>Midcontinent Communications, Inc./Qwest Corporation</b>	<b>Case No. PU-2745-02-382</b>
<b>VAL-ED Joint Venture, L.L.P./Qwest Corporation</b>	<b>Case No. PU-2746-02-383</b>

Interconnection Agreements

<b>Cellco Partnership/Reservation Telephone Cooperative</b>	<b>Case No. PU-2749-02-396</b>
<b>Cellco Partnership/North Dakota Telephone Company</b>	<b>Case No. PU-2750-02-397</b>
<b>Cellco Partnership/BEK Communications Cooperative</b>	<b>Case No. PU-2751-02-398</b>
<b>Cellco Partnership/Consolidated Telecom</b>	<b>Case No. PU-2752-02-399</b>
<b>Cellco Partnership/Griggs County Telephone Co.</b>	<b>Case No. PU-2753-02-400</b>
<b>Cellco Partnership/Inter-Community Telephone Company, L.L.C.</b>	<b>Case No. PU-2754-02-401</b>
<b>Cellco Partnership/Moore and Liberty Telephone Company</b>	<b>Case No. PU-2755-02-402</b>
<b>Cellco Partnership/Northwest Communications Cooperative, A Cooperative Association</b>	<b>Case No. PU-2756-02-403</b>
<b>Cellco Partnership/West River Telecommunications Cooperative</b>	<b>Case No. PU-2757-02-404</b>
<b>Cellco Partnership/Dakota Central Telecommunications Cooperative</b>	<b>Case No. PU-2758-02-405</b>
<b>Cellco Partnership/Dakota Central Telecom I</b>	<b>Case No. PU-2759-02-406</b>
<b>Cellco Partnership/Dickey Rural Communications, Inc.</b>	<b>Case No. PU-2760-02-407</b>
<b>Cellco Partnership/Dickey Rural Telephone Cooperative</b>	<b>Case No. PU-2761-02-408</b>

<b>Cellco Partnership/Midstate Communications, Inc.</b>	<b>Case No. PU-2762-02-409</b>
<b>Cellco Partnership/Midstate Telephone Company</b>	<b>Case No. PU-2763-02-410</b>
<b>Cellco Partnership/Polar Telecommunications, Inc.</b>	<b>Case No. PU-2764-02-411</b>
<b>Cellco Partnership/Polar Communications Mutual Aid Corporation</b>	<b>Case No. PU-2765-02-412</b>
<b>Cellco Partnership/Red River Telecom, Inc.</b>	<b>Case No. PU-2766-02-413</b>
<b>Cellco Partnership/Red River Rural Telephone Association</b>	<b>Case No. PU-2767-02-414</b>
<b>Cellco Partnership/Turtle Mountain Communications, Inc.</b>	<b>Case No. PU-2768-02-415</b>
<b>Cellco Partnership/United Telephone Mutual Aid Corporation</b>	<b>Case No. PU-2769-02-416</b>

I move the Commission adopt the Order approving the captioned interconnection agreements.

JRL/sdh

**STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION**

Interconnection Agreement Amendments:

<b>1-800-RECONEX, Inc./Qwest Corporation</b>	<b>Case No. PU-2469-02-339</b>
<b>Integra Telecom of North Dakota, Inc./Qwest Corporation</b>	<b>Case No. PU-2463-02-340</b>
<b>Midcontinent Communications, Inc./Qwest Corporation</b>	<b>Case No. PU-2745-02-382</b>
<b>VAL-ED Joint Venture, L.L.P./Qwest Corporation</b>	<b>Case No. PU-2746-02-383</b>

Interconnection Agreements

<b>Cellco Partnership/Reservation Telephone Cooperative</b>	<b>Case No. PU-2749-02-396</b>
<b>Cellco Partnership/North Dakota Telephone Company</b>	<b>Case No. PU-2750-02-397</b>
<b>Cellco Partnership/BEK Communications Cooperative</b>	<b>Case No. PU-2751-02-398</b>
<b>Cellco Partnership/Consolidated Telecom</b>	<b>Case No. PU-2752-02-399</b>
<b>Cellco Partnership/Griggs County Telephone Co.</b>	<b>Case No. PU-2753-02-400</b>
<b>Cellco Partnership/Inter-Community Telephone Company, L.L.C.</b>	<b>Case No. PU-2754-02-401</b>
<b>Cellco Partnership/Moore and Liberty Telephone Company</b>	<b>Case No. PU-2755-02-402</b>
<b>Cellco Partnership/Northwest Communications Cooperative, A Cooperative Association</b>	<b>Case No. PU-2756-02-403</b>
<b>Cellco Partnership/West River Telecommunications Cooperative</b>	<b>Case No. PU-2757-02-404</b>
<b>Cellco Partnership/Dakota Central Telecommunications Cooperative</b>	<b>Case No. PU-2758-02-405</b>
<b>Cellco Partnership/Dakota Central Telecom I</b>	<b>Case No. PU-2759-02-406</b>
<b>Cellco Partnership/Dickey Rural Communications, Inc.</b>	<b>Case No. PU-2760-02-407</b>
<b>Cellco Partnership/Dickey Rural Telephone Cooperative</b>	<b>Case No. PU-2761-02-408</b>
<b>Cellco Partnership/Midstate Communications, Inc.</b>	<b>Case No. PU-2762-02-409</b>

**9 PU-2764-02-411**

Pages: 3

Order approving interconnection  
agreements  
by Public Service Commission

10/10/2002

CC: Comm Legal Ilona Jerry .

<b>Cellco Partnership/Midstate Telephone Company</b>	<b>Case No. PU-2763-02-410</b>
<b>Cellco Partnership/Polar Telecommunications, Inc.</b>	<b>Case No. PU-2764-02-411</b>
<b>Cellco Partnership/Polar Communications Mutual Aid Corporation</b>	<b>Case No. PU-2765-02-412</b>
<b>Cellco Partnership/Red River Telecom, Inc.</b>	<b>Case No. PU-2766-02-413</b>
<b>Cellco Partnership/Red River Rural Telephone Association</b>	<b>Case No. PU-2767-02-414</b>
<b>Cellco Partnership/Turtle Mountain Communications, Inc.</b>	<b>Case No. PU-2768-02-415</b>
<b>Cellco Partnership/United Telephone Mutual Aid Corporation</b>	<b>Case No. PU-2769-02-416</b>

## ORDER

**October 10, 2002**

On July 12, 2002, Qwest Corporation (Qwest) filed an application for approval of amendments negotiated to its interconnection agreements with 1-800-RECONEX, Inc. of Hubbard, Oregon, Case No. PU-2469-02-339; and Integra Telecom of North Dakota, Inc., Case No. PU-2463-02-340. On July 26, 2002, Qwest filed for approval of an amendment negotiated to its interconnection agreement with Midcontinent Communications, Inc. of Sioux Falls, SD, Case No. PU-2745-02-382. These amendments set forth rates, terms and conditions for unbundled network element combinations.

Also on July 26, 2002, Qwest filed an application for approval of an amendment negotiated to its interconnection agreement with VAL-ED Joint Venture, L.L.P. of Moorhead, MN, Case No. PU-2746-02-383. This amendment sets forth rates, terms and conditions for unbundled dark fiber.

On August 2, 2002, applications were filed for approval of the remaining 21 captioned interconnection agreements. These agreements were negotiated between Cellco Partnership d/b/a Verizon Wireless and various North Dakota telephone service providers as indicated. These agreements set forth rates, terms and conditions for specific interconnection and reciprocal compensation arrangements between the parties.

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.

On August 16, 2002, the Commission issued a Notice of Opportunity to File Written Comments, which provided that the Commission would receive comments on the agreements until September 17, 2002. No comments have been received.

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


### Order

The Commission orders:

1. The captioned interconnection agreements are APPROVED.
2. The Commission retains continuing jurisdiction over the agreements at all times.
3. Notice of any changes to the agreements must be filed promptly with the Commission.
4. The agreements 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



Red River Telecom  
\$18.69

Case No. PU-2767-02-414  
Red River Rural Telephone  
\$18.69

Case No. PU-2750-02-397  
North Dakota Telephone Company  
\$37.39  
return check

Case No. PU-2727-002-330  
Xcel Telecommunications  
\$36.54  
7700 8503 248 22287

**APPROVED**

DATE: 9-25-02  
KMF

MOTION

September 25, 2002

Cellco Partnership/  
Polar Telecommunications, Inc.  
Interconnection Agreement  
Application

Case No. PU-2764-02-411

I move the Commission bill Cellco Partnership and Polar  
Telecommunications, Inc. for costs incurred to date in Case No.  
PU-2764-02-411, Cellco Partnership/Polar Telecommunications, 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](http://www.psc.state.nd.us)  
e-mail: [sab@oracle.psc.state.nd.us](mailto:sab@oracle.psc.state.nd.us)  
TDD 800-366-6888  
Fax 701-328-2410  
Phone 701-328-2400

September 25, 2002

Mary Bacigalupi  
Verizon Wireless  
2785 Mitchell Dr MS 7-1  
Walnut Creek CA 94598

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

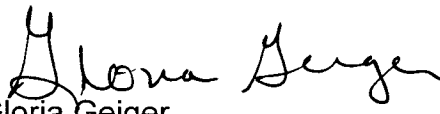
RE: Case No. PU-2764-02-411  
Cellco Partnership/Polar Telecommunications, Inc.  
Interconnection Agreement  
Application

Enclosed is a copy of the statement approved at the September 25, 2002  
Public Service Commission meeting for the expenses incurred to date in Case  
No. PU-2764-02-411.

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

# Billing Statement

September 25, 2002

Cellco Partnership/  
Polar Telecommunications, Inc.  
Interconnection Agreement  
Application

Case No. PU-2764-02-411

## Bill To:

Cellco Partnership.....	\$18.70
Polar Telecommunications, Inc. ....	\$18.69

## Expenses Incurred to Date:

Advertising Costs	\$37.39
-------------------	---------

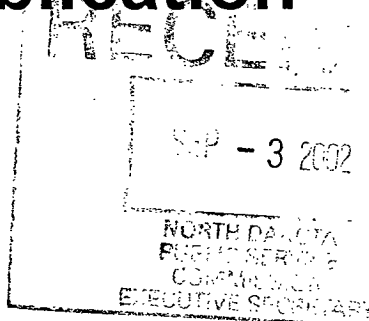
## Send Payment and a Copy of this Statement To:

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

**Federal Tax ID 45-0309764**

# Affidavit of Publication

State of North Dakota )  
 )  
 County of Burleigh )



Laune Thiel

, being duly sworn, state as follows:

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

Signed: [Signature]

Subscribed and sworn to before me this 30<sup>th</sup> day of August A.D. 2002.

[Signature: Laurie Schaffer]

6	PU-2469-02-339	6	PU-2755-02-402	6	PU-2765-02-412	Pages: 1
6	PU-2463-02-340	6	PU-2756-02-403	6	PU-2766-02-413	Pages: 1
6	PU-2745-02-382	6	PU-2757-02-404	6	PU-2767-02-414	Pages: 1
6	PU-2746-02-383	6	PU-2758-02-405	6	PU-2768-02-415	Pages: 1
6	PU-2749-02-396	6	PU-2759-02-406	6	PU-2769-02-416	Pages: 1
6	PU-2750-02-397	6	PU-2760-02-407	Affidavit of Publication		
6	PU-2751-02-398	6	PU-2761-02-408	by North Dakota Advertising Service, Inc.		
6	PU-2752-02-399	6	PU-2762-02-409	09/03/2002 CC: Comm Legal Ilona Jerry		
6	PU-2753-02-400	6	PU-2763-02-410			
6	PU-2754-02-401	6	PU-2764-02-411			

# North Dakota Advertising Service, Inc.

1435 Interstate Loop • Bismarck, ND 58501-0567 • PHONE (701) 223-6397 • FAX (701) 223-8185 • www.ndna.com

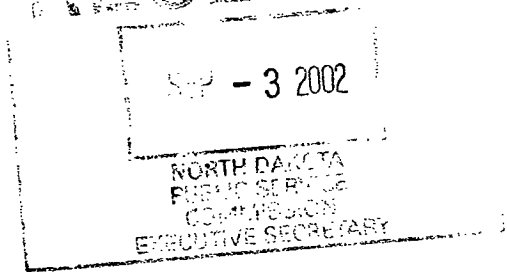
## INVOICE

Date: 08/30/2002

Page: 1

To:

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



Client: Public Service Commission

Order: 02084PP0

Newspaper	Date	Inches	Page#	Rate	Amount
Bismarck Tribune	Qwest... C 08/23/2002	1.00	[Special]	93.44	93.44
Devils Lake Daily Journal	Qwest... C 08/23/2002	1.00	[Special]	94.50	94.50
Dickinson Press	Qwest... C 08/23/2002	1.00	[Special]	90.63	90.63
Fargo, The Forum	Qwest... C 08/26/2002	1.00	[Special]	86.62	86.62
Grand Forks Herald	Qwest... C 08/22/2002	1.00	[Special]	102.81	102.81
Jamestown Sun	Qwest... C 08/23/2002	1.00	[Special]	90.18	90.18
Minot Daily News	Qwest... C 08/23/2002	189.00	[Special]	102.06	19289.34
Valley City Times-Record	Qwest... C 08/23/2002	1.00	[Special]	90.63	90.63
Wahpeton Daily News	Qwest... C 08/23/2002	1.00	[Special]	88.74	88.74
Williston Herald	Qwest... C 08/23/2002	1.00	[Special]	95.16	95.16

6	PU-2469-02-339	Pages: 1	*** ADVERTISING TOTAL	20122.05	
6	PU-2463-02-340	Pages: 1	*** TOTAL DUE	20122.05	
6	PU-2745-02-382	Pages: 1	6	PU-2759-02-406	Pages: 1
6	PU-2746-02-383	Pages: 1	6	PU-2760-02-407	Pages: 1
6	PU-2749-02-396	Pages: 1	6	PU-2761-02-408	Pages: 1
6	PU-2750-02-397	Pages: 1	6	PU-2762-02-409	Pages: 1
6	PU-2751-02-398	Pages: 1	6	PU-2763-02-410	Pages: 1
6	PU-2752-02-399	Pages: 1	6	PU-2764-02-411	Pages: 1
6	PU-2753-02-400	Pages: 1	6	PU-2765-02-412	Pages: 1
6	PU-2754-02-401	Pages: 1	6	PU-2766-02-413	Pages: 1
6	PU-2755-02-402	Pages: 1	6	PU-2767-02-414	Pages: 1
6	PU-2756-02-403	Pages: 1	6	PU-2768-02-415	Pages: 1
6	PU-2757-02-404	Pages: 1	6	PU-2769-02-416	Pages: 1

Affidavit of Publication

by North Dakota Advertising Service, Inc.

Printed  
on 09/03/2002

09/03/2002

CC: Comm Legal Ilona Jerry

periodic rate

Affidavit of Publication

by North Dakota Advertising Service, Inc.

09/03/2002

CC: Comm Legal Ilona Jerry

t. Return duplicate with remittance to North Dakota Advertising Service, Inc.

STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION

Interconnection Agreement Amendments

<b>1-800-RECONEX, Inc./Qwest Corporation</b>	<b>Case No. PU-2469-02-339</b>
<b>Integra Telecom of North Dakota, Inc./Qwest Corporation</b>	<b>Case No. PU-2463-02-340</b>
<b>Midcontinent Communications, Inc./Qwest Corporation</b>	<b>Case No. PU-2745-02-382</b>
<b>VAL-ED Joint Venture, L.L.P./Qwest Corporation</b>	<b>Case No. PU-2746-02-383</b>

Interconnection Agreements

<b>Cellco Partnership/Reservation Telephone Cooperative</b>	<b>Case No. PU-2749-02-396</b>
<b>Cellco Partnership/North Dakota Telephone Company</b>	<b>Case No. PU-2750-02-397</b>
<b>Cellco Partnership/BEK Communications Cooperative</b>	<b>Case No. PU-2751-02-398</b>
<b>Cellco Partnership/Consolidated Telecom</b>	<b>Case No. PU-2752-02-399</b>
<b>Cellco Partnership/Griggs County Telephone Co.</b>	<b>Case No. PU-2753-02-400</b>
<b>Cellco Partnership/Inter-Community Telephone Company, L.L.C.</b>	<b>Case No. PU-2754-02-401</b>
<b>Cellco Partnership/Moore and Liberty Telephone Company</b>	<b>Case No. PU-2755-02-402</b>
<b>Cellco Partnership/Northwest Communications Cooperative, A Cooperative Association</b>	<b>Case No. PU-2756-02-403</b>
<b>Cellco Partnership/West River Telecommunications Cooperative</b>	<b>Case No. PU-2757-02-404</b>
<b>Cellco Partnership/Dakota Central Telecommunications Cooperative</b>	<b>Case No. PU-2758-02-405</b>
<b>Cellco Partnership/Dakota Central Telecom I</b>	<b>Case No. PU-2759-02-406</b>
<b>Cellco Partnership/Dickey Rural Communications, Inc.</b>	<b>Case No. PU-2760-02-407</b>
<b>Cellco Partnership/Dickey Rural Telephone Cooperative</b>	<b>Case No. PU-2761-02-408</b>
<b>Cellco Partnership/Midstate Communications, Inc.</b>	<b>Case No. PU-2762-02-409</b>

<b>Cellco Partnership/Midstate Telephone Company</b>	<b>Case No. PU-2763-02-410</b>
<b>Cellco Partnership/Polar Telecommunications, Inc.</b>	<b>Case No. PU-2764-02-411 ✓</b>
<b>Cellco Partnership/Polar Communications Mutual Aid Corporation</b>	<b>Case No. PU-2765-02-412</b>
<b>Cellco Partnership/Red River Telecom, Inc.</b>	<b>Case No. PU-2766-02-413</b>
<b>Cellco Partnership/Red River Rural Telephone Association</b>	<b>Case No. PU-2767-02-414</b>
<b>Cellco Partnership/Turtle Mountain Communications, Inc.</b>	<b>Case No. PU-2768-02-415</b>
<b>Cellco Partnership/United Telephone Mutual Aid Corporation</b>	<b>Case No. PU-2769-02-416</b>

**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 **19th day of August, 2002**, 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:

Dan Kuntz  
P O Box 1695  
Bismarck ND 58502-1695

**Cert. No. 7001 1940 0005 3426 9175**

William E Braun  
1-800-RECONEX, Inc.  
2500 Industrial Ave  
Hubbard OR 97032

**Cert. No. 7001 1940 0005 3426 9182**

Karen Johnson  
Integra Telecom Inc  
19545 NW Von Neumann Dr Ste 200  
Beaverton OR 97006

**Cert. No. 7001 1940 0005 3426 9199**

Tom Simmons  
Midcontinent Communications Inc  
5001 W 41<sup>st</sup> St  
Sioux Falls SD 57106

**Cert. No. 7001 1940 0005 3426 9267**

James Walter  
VAL-ED Joint Venture L L P  
702 Main Ave  
Moorhead MN 56560

**Cert. No. 7001 1940 0005 3426 9274**

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

**Cert. No. 7001 1940 0005 3426 9366**

**Sharon Helbling** further deposes and says that on the **19th day of August, 2002**, she deposited in the United States Mail, Bismarck, North Dakota, **17** 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

Royce S Aslakson  
Reservation Telephone Cooperative  
P O Box 68  
Parshall ND 58770

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

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

L Dan Wilhelmson  
Consolidated Telcom  
P O Box 1408  
Dickinson ND 58602-1408

Ray Brown  
Griggs County Telephone Co.  
P O Box 506  
Cooperstown ND 58425-0506

Ray Brown  
Moore and Liberty Telephone Company  
P O Box 66  
Enderlin ND 58027

Keith Anderson  
Inter-Community Telephone Company L.L.C.  
P O Box 8  
Nome ND 58062

Kenneth Lund Jr  
Northwest Communications Cooperative  
P O Box 38  
Ray ND 58849-0038

Albert Grosz  
West River Telecommunications Cooperative  
P O Box 467  
Hazen ND 58545-0467

Keith Larson  
Dakota Central Telecommunications Coop  
Dakota Central Telecom I  
P O Box 299  
Carrington ND 58421-0299

Darren Moser  
Dickey Rural Telephone Cooperative  
Dickey Rural Communications Inc  
P O Box 69  
Ellendale ND 58436-0069

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

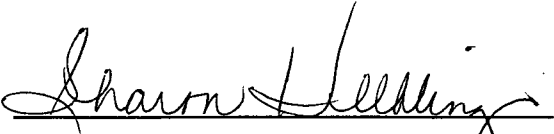

David Dunning  
Polar Communications Mut Aid Corp  
Polar Telecommunications Inc  
P O Box 270  
Park River ND 58270

Ardon M Doran  
Red River Rural Telephone Assoc  
Red River Telecom Inc  
P O Box 136  
Abercrombie ND 58001

Kenneth Carlson  
United Telephone Mut Aid Corp  
Turtle Mountain Communications Inc  
P O Box 729  
Langdon ND 58249-0729

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

Subscribed and sworn to before me  
this **19th day of August, 2002.**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
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**

*Interconnection Agreement Amendments*

<b>1-800-RECONEX, Inc./Qwest Corporation</b>	<b>Case No. PU-2469-02-339</b>
<b>Integra Telecom of North Dakota, Inc./Qwest Corporation</b>	<b>Case No. PU-2463-02-340</b>
<b>Midcontinent Communications, Inc./Qwest Corporation</b>	<b>Case No. PU-2745-02-382</b>
<b>VAL-ED Joint Venture, L.L.P./Qwest Corporation</b>	<b>Case No. PU-2746-02-383</b>

*Interconnection Agreements*

<b>Cellco Partnership/Reservation Telephone Cooperative</b>	<b>Case No. PU-2749-02-396</b>
<b>Cellco Partnership/North Dakota Telephone Company</b>	<b>Case No. PU-2750-02-397</b>
<b>Cellco Partnership/BEK Communications Cooperative</b>	<b>Case No. PU-2751-02-398</b>
<b>Cellco Partnership/Consolidated Telecom</b>	<b>Case No. PU-2752-02-399</b>
<b>Cellco Partnership/Griggs County Telephone Co.</b>	<b>Case No. PU-2753-02-400</b>
<b>Cellco Partnership/Inter-Community Telephone Company, L.L.C.</b>	<b>Case No. PU-2754-02-401</b>
<b>Cellco Partnership/Moore and Liberty Telephone Company</b>	<b>Case No. PU-2755-02-402</b>
<b>Cellco Partnership/Northwest Communications Cooperative, A Cooperative Association</b>	<b>Case No. PU-2756-02-403</b>
<b>Cellco Partnership/West River Telecommunications Cooperative</b>	<b>Case No. PU-2757-02-404</b>
<b>Cellco Partnership/Dakota Central Telecommunications Cooperative</b>	<b>Case No. PU-2758-02-405</b>
<b>Cellco Partnership/Dakota Central Telecom I</b>	<b>Case No. PU-2759-02-406</b>
<b>Cellco Partnership/Dickey Rural Communications, Inc.</b>	<b>Case No. PU-2760-02-407</b>
<b>Cellco Partnership/Dickey Rural Telephone Cooperative</b>	<b>Case No. PU-2761-02-408</b>
<b>Cellco Partnership/Midstate Communications, Inc.</b>	<b>Case No. PU-2762-02-409</b>

Cellco Partnership/Midstate Telephone Company	Case No. PU-2763-02-410
Cellco Partnership/Polar Telecommunications, Inc.	Case No. PU-2764-02-411
Cellco Partnership/Polar Communications Mutual Aid Corporation	Case No. PU-2765-02-412
Cellco Partnership/Red River Telecom, Inc.	Case No. PU-2766-02-413
Cellco Partnership/Red River Rural Telephone Association	Case No. PU-2767-02-414
Cellco Partnership/Turtle Mountain Communications, Inc.	Case No. PU-2768-02-415
Cellco Partnership/United Telephone Mutual Aid Corporation	Case No. PU-2769-02-416

**AFFIDAVIT OF SERVICE BY ORDINARY MAIL OR E-MAIL**

STATE OF NORTH DAKOTA  
COUNTY OF BURLEIGH

**Sharon Helbling** deposes and says that:

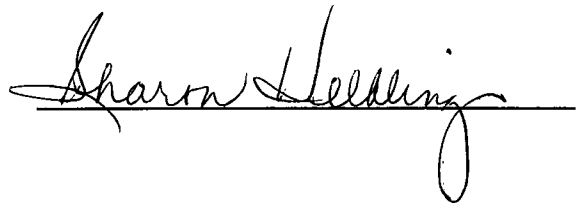
she is over the age of 18 years and not a party to this action and, on the **19th day of August, 2002**, she deposited in the United States Mail, Bismarck, North Dakota, envelopes by first class mail, fully prepaid, securely sealed, and/or e-mailed a copy of:

**Notice of Opportunity to File Written Comments**

To:

**See Attached List**

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



Subscribed and sworn to before me  
this **19th day of August, 2002**.

  
Notary Public

SEAL

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

wbrudvik@ohnstadlaw.com  
William Brudvik

donlee@martin-associates.com  
Don Lee

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

Advanced Telcom Inc  
19 Old Courthouse Sq  
Santa Rosa CA 95404-4920

jbrowne@lga.att.com  
Janet Browne  
AT&T  
1875 Lawrence St 14th Fl  
Denver CO 80202

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

beth.spradley@statescape.com  
Beth Spradley  
Beth Spradley  
Statescape  
1911 N Ft Meyer Dr Ste 702  
Arlington VA 22209

C12 Inc  
200 Galleria Pkwy Ste 1200  
Atlanta GA 30339

laurie.sims@connect.com  
Laurie Sims  
CCCND Inc  
124 W Capitol Ave Ste 250  
Little Rock AR 72201

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

Citizens Telecomm Co of ND  
3 High Ridge Pk  
Stamford CT 06905

ltade@czn.com  
Lance Tade  
Citizens Telecomm of ND

Daniel L Barth  
Comm South Companies Inc  
6830 Walling Ln  
Dallas TX 75231-7204

Computer Integrated Communications Inc  
8502 Bells Mill Rd  
Potomac MD 20854-4071

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

Consolidated Telcom  
PO Box 1077  
Dickinson ND 58601-1077

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

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

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

bgipson@excel.com  
Becky Gipson  
eMeritus Communications Inc  
1600 Viceroy Dr  
Dallas TX 75235

Essex Communications Inc  
543 Main St  
New Rochelle NY 10801-7214

sheba.chacko@btna.com  
Sheba Chacko  
Concert Communications Sales LLC  
11911 Freedom Dr 11th Fl  
Reston VA 20190

paul@consolidatedtelcom.com  
Paul Schuetzler  
Consolidated Telcom  
PO Box 1077  
Dickinson ND 58601-1077

Contact Communications  
937 W Main St  
Riverton WY 82501

mjrasher@msn.com  
Mary Jane Rasher  
DCI Group

Dickey Rural Services Inc  
P O Box 69  
Ellendale ND 58436

DIECA Communications Inc  
3420 Central Expy  
Santa Clara CA 95051-0703

Essential.com Inc  
1 Burlington Woods  
Burlington MA 01803-4503

Evercom Systems Inc  
8201 Tristar Dr  
Irving TX 75063-2824

bgipson@excel.com  
Becky Gipson  
Excel Telecommunications Inc  
1600 Viceroy Dr  
Dallas TX 75235

meredith.gifford@gecapital.com  
Meredith Gifford  
GE Business Productivity Solutions Inc  
6540 Powers Ferry Rd  
Atlanta GA 30339

Global Tel\*Link Corporation  
2609 Cameron St  
Mobile AL 36607

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

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

jamie@ignus.com  
Jamie Kubik  
Ignus Inc  
P O Box 9202  
Fargo ND 58106-9202

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

Dave Waters  
Fairpoint Communications Solutions  
521 E Morehead St Ste 250  
Charlotte NC 28202-2695

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

Global Telelink Services Inc  
1455 Old Alabama Rd Ste 100  
Roswell GA 30076-2134

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

HTC Services Inc  
P O Box 55  
Halstad MN 56548

carl.billek@corp.idt.net  
Carl Billek  
IDT America, Corp.  
520 Broad St 7th Fl  
Newark NJ 07102

karen.johnson@integratelecom.com  
Karen Johnson  
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. II  
PO Box 8  
Nome ND 58062-0008

Intrado Communications Inc  
6285 Lookout Rd  
Boulder CO 80301

IPVoice Communications Inc  
14860 Montfort Dr Ste 210  
Dallas TX 75254-6772

anewell@jato.net  
Andrew R Newell  
JATO Operating Two Corp  
600 17th St Ste 18005  
Denver CO 80202-5441

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

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

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

john\_sullivan@cable.comcast.com  
John Sullivan  
McLeodUSA

Amy Ibis  
McLeodUSA  
5100 S McLeod Ln  
Sioux Falls SD 57108-2207

Neil Schmid  
Ionex Communications North Inc  
15305 Dallas Pkwy Ste 1500  
Addison TX 75001-6768

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

KMC Telecom V Inc  
1545 Rt 206  
Bedminster NJ 07921

barbara.loscalzo@lmco.com  
Barbara Loscalzo  
Lockheed Martin Global Telecomm  
2339 Route 70 West  
Cherry Hill NJ 08002

susan.a.travis@wcom.com  
Susan Travis  
MCI Worldcom  
201 Spear St 9th Fl  
San Francisco CA 94105

McKenzie Consolidated Telecom LLC  
P O Box 1140  
Watford City ND 58854-1140

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

knations@mmfn.com  
Karen Nations  
Metromedia Fiber Network Services Inc  
360 Hamilton Ave  
White Plains NY 10601

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

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

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

info@newaccess.cc  
Steven C Clay  
New Access Communications LLC  
801 Nicollet Ave Ste 350  
Minneapolis MN 55402

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

Dave Dircks  
North Dakota Long Distance Inc  
P O Box 180  
Devils Lake ND 58301-0180

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

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

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

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

jsilveira@netlojix.com  
Janet Medeiros-Silveira  
NetLogix Telecom Inc  
501 Bath St  
Santa Barbara CA 93101

New Edge Network Inc  
3000 Columbia House Blvd Ste 106  
Vancouver WA 98661

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

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

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

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

Jeff Walker  
Preferred Carrier Services Inc  
14681 Midway Rd Ste 105  
Dallas TX 75001

mbosh@srt.com  
Mike Bosh  
Pringle and Herigstad P C  
PO Box 1000  
Minot ND 58702-1000

sschwan@qwest.com  
Suzy Schwandt  
Qwest Corporation

mkambeiqwest.com  
Mel Kambeitz  
Qwest Corporation  
220 N 5th St  
Bismarck ND 58501

maneill@qwest.com  
Mary Ann Neill  
Qwest Corporation  
1801 California St Rm 4700  
Denver CO 80202

areyes@telfile.com  
Ayanery Reyes  
QX Telecom LLC  
230 5th Ave Ste 800  
New York NY 10001

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

royce@restel.net  
Royce Aslakson  
Reservation Telephone Cooperative  
Parshall ND 58770

Premiere Network Services Inc  
1510 N Hampton Rd Ste 120  
DeSoto TX 75115

Scott Lee  
Protel Advantage Inc  
3145 Hafner Ct  
Shoreview MN 55126-3802

kblicke@qwest.com  
Kent Blickensderfer  
Qwest Corporation  
PO Box 5508  
Bismarck ND 58502-5508

smacint@qwest.com  
Scott Macintosh  
Qwest Corporation  
PO Box 5508  
Bismarck ND 58502-5508

saberry@qwest.com  
Sharon Berry  
Qwest Corporation  
409 1st Ave N  
Fargo ND 58102-4802

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

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

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

shaneh@restel.net  
Shane Hart  
Reservation Telephone Cooperative  
Parshall ND 58770

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

ServiSense.com Inc  
115 Shawmut Rd  
Canton MA 02021-1438

bobhill@skylandnd.net  
Bob Hill  
Skyland Technologies Inc  
P O Box 939  
Williston ND 58802-0939

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

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

stthomas@talk.com  
Sharon Thomas  
Talk America Inc  
12001 Science Dr Ste 130  
Orlando FL 32826

Telera Communications Inc  
910 E Hamilton Ave Ste 200  
Campbell CA 95008

Touch America Inc  
40 E Bdwy  
Butte MT 59701

jennifer.arnold@uslink.com  
Jennifer Arnold  
U S Link Inc  
P O Box 317  
Pequot Lakes MN 56472-0327

lahall@usgs.gov  
Lenora Hall  
U S Geological Survey

kjvannin@usgs.gov  
K Vannin  
U S Geological Survey

United Communications HUB Inc  
225 S Lake Ave Ste 705  
Pasadena CA 91106

VarTec Telecom Inc  
1600 Viceroy Dr  
Dallas TX 75235

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

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

U S West Interprise America Inc  
7800 E Orchard Rd Ste 480  
Englewood CO 80111

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

anthony.gillman@verizon.com  
Anthony Gillman  
Verizon Select Services Inc  
P O Box 110  
Tampa FL 33601-0110

mickg@westriv.com  
Mick Grosz  
West River Telecommunications Coop  
PO Box 467  
Hazen ND 58545-0467

Jennifer Sikes  
1-800 Reconex  
2500 Industrial Ave  
Hubbard OR 97032

Ann Faught  
Absaraka Co-op Tele Co  
Absaraka ND 58002

ACN Communications Services Inc  
32991 Hamilton Ct  
Farmington Hills MI 48334

Arch Paging  
11437 Valley View Rd  
Eden Prairie MN 55344

Leeann Brunnette  
AT&T  
P O Box 71142  
Clive IA 50325-0142

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

John Broten  
Bell Atlantic Communications Inc  
1320 N Court House Rd 9th Fl  
Arlington VA 22201

Jennifer Whitley  
Business Discount Plan Inc  
1 World Trade Ctr Ste 800  
Long Beach CA 90831-0800

Scott Geston  
Cable One of Fargo  
P O Box 10624  
Fargo ND 58106-0624

Choctaw Communications Inc  
1600 Viceroy  
Dallas TX 75235

Robert Fallan  
Coast International  
14303 W 95th St  
Lenexa KS 66215-5210

Comcast Business Communications Inc  
650 Centerton Rd  
Moorestown NJ 08057

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

Murray Barr  
Competitive Strategies Group Inc  
164 N Euclid Ave  
Oak Park IL 60302-2106

D D D Calling Inc  
6300 Richmond Ave Ste 304  
Houston TX 77057

Keith Larson  
Dakota Central Tele Coop  
PO Box 299  
Carrington ND 58421-0299

Keith Larson  
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

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

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

Lucille Nilson  
Griggs County Telephone Company  
Cooperstown ND 58425

Group Long Distance Inc  
9500 Toledo Way  
Irvine CA 92618-1806

HJN Telecom Inc  
3235 Satellite Blvd Bldg 400 Ste 300  
Duluth GA 30096

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

Ken Hanks  
International Telcom Ltd  
417 2nd Ave W  
Seattle WA 98119

David A. Huberman  
Intrado Communications Inc  
6285 Lookout Rd  
Boulder CO 80301

Sue Weiske  
Ionex Communications North Inc  
15305 Dallas Pkwy Ste 1500  
Addison TX 75001-6768

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

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

LCI International Telecom Corp  
4650 Lakehurst Ct  
Dublin OH 43017

Level 3 Communications LLC  
3555 Farnam St  
Omaha NE 68131

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

Jim Marchant  
Maxcess Inc  
P O Box 951419  
Lake Mary FL 32795-1419

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

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

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

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

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

Quintelco Inc  
1 Blue Hill Plaza  
Pearl River NY 10965

Charles Steese  
Qwest Corporation  
1801 California St Ste 5100  
Denver CO 80202

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

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

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

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

QuantumShift Communications Inc  
101 Rowland Way Ste 300  
Novato CA 94945

Heather Troxell  
Qwest Communications Corporation  
4250 Fairfax Dr  
Arlington VA 22203

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

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

Lisa Dabkowski  
SNET America Inc  
310 Orange St  
North Haven CT 06510-1719

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

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

T-Netix Inc  
P O Box 701028  
Dallas TX 75370-1028

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

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

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

West River Coop Telephone Co  
P O Box 39  
Bison SD 57620-0039

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

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

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

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

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

Sam Billingsley  
United States Advanced Network Inc  
3080 Northwoods Cir  
Norcross GA 30071-1562

Christina Tygielski  
Universal Access Inc  
Sears Tower 233 S Wacker Dr Ste 600  
Chicago IL 60606-6307

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

Brad Van Leur  
VP Telecom Inc  
1701 N Louise ave  
Sioux Falls SD 57107

Darrell Henderson  
West River Cooperative Telephone  
Company  
PO Box 39  
Bison SD 57620-0039

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

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

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

Carolyn Fodor  
Winstar  
100 Galleria Bldg #212  
Southfield MI 48034

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

**Helbling, Sharon D.**

---

**From:** Helbling, Sharon D.  
**Sent:** Monday, August 19, 2002 8:37 AM  
**To:** 'ndna (E-mail)'  
**Subject:** Attached Notice of Hearing and Notice of Opportunity to File Written Comments

**Colleen Park  
North Dakota Newspaper Association**

**Dear Colleen:**

**Please have the attached Notice of Hearing and the Notice of Opportunity to File Written Comments published as legal publications in the next issue of the ten North Dakota daily newspapers, and run then as "News Item Only" articles 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**



8-16-02 Notice  
of Hearing.doc



1.doc

4

**PU-2764-02-411**

Pages: 1

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

08/19/2002

CC: Comm Legal Ilona Jerry

**MOTION**

**August 16, 2002**

**APPROVED**

DATE: 8-16-02  
KME

Interconnection Agreement Amendments:

<b>1-800-RECONEX, Inc./Qwest Corporation</b>	<b>Case No. PU-2469-02-339</b>
<b>Integra Telecom of North Dakota, Inc./Qwest Corporation</b>	<b>Case No. PU-2463-02-340</b>
<b>Midcontinent Communications, Inc./Qwest Corporation</b>	<b>Case No. PU-2745-02-382</b>
<b>VAL-ED Joint Venture, L.L.P./Qwest Corporation</b>	<b>Case No. PU-2746-02-383</b>

Interconnection Agreements

<b>Cellco Partnership/Reservation Telephone Cooperative</b>	<b>Case No. PU-2749-02-396</b>
<b>Cellco Partnership/North Dakota Telephone Company</b>	<b>Case No. PU-2750-02-397</b>
<b>Cellco Partnership/BEK Communications Cooperative</b>	<b>Case No. PU-2751-02-398</b>
<b>Cellco Partnership/Consolidated Telecom</b>	<b>Case No. PU-2752-02-399</b>
<b>Cellco Partnership/Griggs County Telephone Co.</b>	<b>Case No. PU-2753-02-400</b>
<b>Cellco Partnership/Inter-Community Telephone Company, L.L.C.</b>	<b>Case No. PU-2754-02-401</b>
<b>Cellco Partnership/Moore and Liberty Telephone Company</b>	<b>Case No. PU-2755-02-402</b>
<b>Cellco Partnership/Northwest Communications Cooperative, A Cooperative Association</b>	<b>Case No. PU-2756-02-403</b>
<b>Cellco Partnership/West River Telecommunications Cooperative</b>	<b>Case No. PU-2757-02-404</b>
<b>Cellco Partnership/Dakota Central Telecommunications Cooperative</b>	<b>Case No. PU-2758-02-405</b>
<b>Cellco Partnership/Dakota Central Telecom I</b>	<b>Case No. PU-2759-02-406</b>
<b>Cellco Partnership/Dickey Rural Communications, Inc.</b>	<b>Case No. PU-2760-02-407</b>
<b>Cellco Partnership/Dickey Rural Telephone Cooperative</b>	<b>Case No. PU-2761-02-408</b>

<b>Cellco Partnership/Midstate Communications, Inc.</b>	<b>Case No. PU-2762-02-409</b>
<b>Cellco Partnership/Midstate Telephone Company</b>	<b>Case No. PU-2763-02-410</b>
<b>Cellco Partnership/Polar Telecommunications, Inc.</b>	<b>Case No. PU-2764-02-411</b>
<b>Cellco Partnership/Polar Communications Mutual Aid Corporation</b>	<b>Case No. PU-2765-02-412</b>
<b>Cellco Partnership/Red River Telecom, Inc.</b>	<b>Case No. PU-2766-02-413</b>
<b>Cellco Partnership/Red River Rural Telephone Association</b>	<b>Case No. PU-2767-02-414</b>
<b>Cellco Partnership/Turtle Mountain Communications, Inc.</b>	<b>Case No. PU-2768-02-415</b>
<b>Cellco Partnership/United Telephone Mutual Aid Corporation</b>	<b>Case No. PU-2769-02-416</b>

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

JRL/sdh

**STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION**

Interconnection Agreement Amendments:

<b>1-800-RECONEX, Inc./Qwest Corporation</b>	<b>Case No. PU-2469-02-339</b>
<b>Integra Telecom of North Dakota, Inc./Qwest Corporation</b>	<b>Case No. PU-2463-02-340</b>
<b>Midcontinent Communications, Inc./Qwest Corporation</b>	<b>Case No. PU-2745-02-382</b>
<b>VAL-ED Joint Venture, L.L.P./Qwest Corporation</b>	<b>Case No. PU-2746-02-383</b>

Interconnection Agreements

<b>Cellco Partnership/Reservation Telephone Cooperative</b>	<b>Case No. PU-2749-02-396</b>
<b>Cellco Partnership/North Dakota Telephone Company</b>	<b>Case No. PU-2750-02-397</b>
<b>Cellco Partnership/BEK Communications Cooperative</b>	<b>Case No. PU-2751-02-398</b>
<b>Cellco Partnership/Consolidated Telecom</b>	<b>Case No. PU-2752-02-399</b>
<b>Cellco Partnership/Griggs County Telephone Co.</b>	<b>Case No. PU-2753-02-400</b>
<b>Cellco Partnership/Inter-Community Telephone Company, L.L.C.</b>	<b>Case No. PU-2754-02-401</b>
<b>Cellco Partnership/Moore and Liberty Telephone Company</b>	<b>Case No. PU-2755-02-402</b>
<b>Cellco Partnership/Northwest Communications Cooperative, A Cooperative Association</b>	<b>Case No. PU-2756-02-403</b>
<b>Cellco Partnership/West River Telecommunications Cooperative</b>	<b>Case No. PU-2757-02-404</b>
<b>Cellco Partnership/Dakota Central Telecommunications Cooperative</b>	<b>Case No. PU-2758-02-405</b>
<b>Cellco Partnership/Dakota Central Telecom I</b>	<b>Case No. PU-2759-02-406</b>
<b>Cellco Partnership/Dickey Rural Communications, Inc.</b>	<b>Case No. PU-2760-02-407</b>
<b>Cellco Partnership/Dickey Rural Telephone Cooperative</b>	<b>Case No. PU-2761-02-408</b>
<b>Cellco Partnership/Midstate Communications, Inc.</b>	<b>Case No. PU-2762-02-409</b>

2

**PU-2764-02-411**

Pages: 3

Notice of Opportunity to File Written  
Comments  
by Public Service Commission

08/16/2002

CC: Comm Legal Ilona Jerry

<b>Cellco Partnership/Midstate Telephone Company</b>	<b>Case No. PU-2763-02-410</b>
<b>Cellco Partnership/Polar Telecommunications, Inc.</b>	<b>Case No. PU-2764-02-411</b>
<b>Cellco Partnership/Polar Communications Mutual Aid Corporation</b>	<b>Case No. PU-2765-02-412</b>
<b>Cellco Partnership/Red River Telecom, Inc.</b>	<b>Case No. PU-2766-02-413</b>
<b>Cellco Partnership/Red River Rural Telephone Association</b>	<b>Case No. PU-2767-02-414</b>
<b>Cellco Partnership/Turtle Mountain Communications, Inc.</b>	<b>Case No. PU-2768-02-415</b>
<b>Cellco Partnership/United Telephone Mutual Aid Corporation</b>	<b>Case No. PU-2769-02-416</b>

## **NOTICE OF OPPORTUNITY TO FILE WRITTEN COMMENTS**

**August 16, 2002**

On July 12, 2002, Qwest Corporation (Qwest) filed an application for approval of amendments negotiated to its interconnection agreements with 1-800-RECONEX, Inc. of Hubbard, Oregon, Case No. PU-2469-02-339; Integra Telecom of North Dakota, Inc., Case No. PU-2463-02-340; and Midcontinent Communications, Inc. of Sioux Falls, SD, Case No. PU-2745-02-382. These amendments set forth rates, terms and conditions for unbundled network element combinations.

On July 26, 2002, Qwest filed an application for approval of an amendment negotiated to its interconnection agreement with VAL-ED Joint Venture, L.L.P. of Moorhead, MN, Case No. PU-2746-02-383. This amendment sets forth rates, terms and conditions for unbundled dark fiber.

On August 2, 2002, applications were filed for approval of the remaining 21 captioned interconnection agreements. These agreements were negotiated between Cellco Partnership d/b/a Verizon Wireless and various North Dakota telephone service providers as indicated. These agreements set forth rates, terms and conditions for specific interconnection and reciprocal compensation arrangements between the parties.

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:

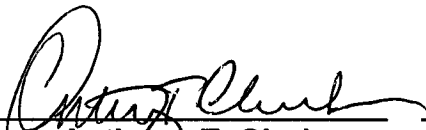
1. the agreement (or portion thereof) discriminates against a telecommunications carrier that was not a party to the agreement;
2. the implementation of the agreement (or portion thereof) is not consistent with the public interest, convenience, and necessity.

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 September 17, 2002.**

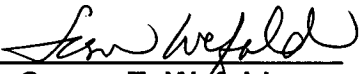
For more information contact the Public Service Commission, State Capitol, Bismarck, North Dakota 58505, 701-328-2400; or Relay North Dakota 1-800-366-6888 TTY. If you require any auxiliary aids or services, such as readers, signers, or Braille materials please notify Jon Mielke, Executive Secretary.

**PUBLIC SERVICE COMMISSION**



---

**Anthony T. Clark**  
Commissioner



---

**Susan E. Wejald**  
President



---

**Leo M. Reinbold**  
Commissioner



LAW OFFICES OF

**PRINGLE & HERIGSTAD, P.C.**

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

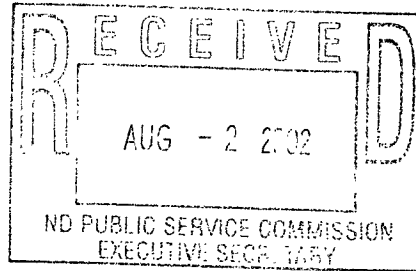
MARK F. PURDY  
DONALD A. NEGAARD  
JAMES E. NOSTDAHL  
CAROL K. LARSON  
DAVID J. HOGUE  
REED A. SODERSTROM  
MARK R. HAYS  
MICHAEL A. BOSH  
BRENT M. OLSON

DENISE C. HAYS  
DEBRA L. HOFFARTH  
JAMES G. WOLFF\*

OF COUNSEL  
HERBERT L. MESCHKE  
JAN M. SEBBY

RETIRED  
ROGER O. HERIGSTAD  
THOMAS A. WENTZ  
\*Licensed in Nevada

August 1, 2002



Jon Mielke, Executive Secretary  
ND Public Service Commission  
600 E. Boulevard Ave., Dept. 408  
Bismarck, ND 58505-0480

**INTERCONNECTION AGREEMENTS**

Please find enclosed for filing 8 copies of the Wireless Interconnection/Compensation Agreement between Cellco Partnership, d/b/a Verizon Wireless and Polar Communications Mutual Aid Corporation, and 8 copies of the Wireless Interconnection/Compensation Agreement between Cellco Partnership, d/b/a Verizon Wireless and Polar Telecommunications, Inc., both effective January 1, 2002.

If you have any questions, please call.

Very truly yours,

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

jb  
encs.  
cc: David Dunning

**WIRELESS INTERCONNECTION/COMPENSATION  
AGREEMENT**

**BETWEEN**

**POLAR COMMUNICATIONS MUTUAL AID CORPORATION**

**AND**

**CELLCO PARTNERSHIP, d/b/a VERIZON WIRELESS**

## 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. Licensee and Market Names**
    - B. Reserved For Future Use**

**I. Article I**

**1. INTRODUCTION**

This Interconnection/Compensation Agreement ("Agreement") is effective as of the 1<sup>st</sup> day of January, 2002 (the "Effective Date"), by and between Polar Communications Mutual Aid Corporation ("Polar") with offices at P. O. Box 270, 110 4<sup>th</sup> Street East, Park River North Dakota 58270, and Cellco Partnership, d/b/a Verizon Wireless ("VZW") with offices at 180 Washington Valley Road, Bedminster, NJ 07921, on behalf of the FCC CMRS licensees and markets listed in Attachment A.

**2. RECITALS**

WHEREAS, Polar is an incumbent Local Exchange Carrier in the State of North Dakota;

WHEREAS, VZW is a Commercial Mobile Radio Service provider of two-way mobile communications services operating within the state of North Dakota;

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

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Polar and VZW 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, as may be interpreted from time to time by the FCC, the Commission, North Dakota state courts, or federal courts.

1.3 "As Described in the Act" means as described in or required by the Act, as may be interpreted from time to time by the FCC, the Commission, North Dakota state courts, or federal courts.

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 a radio communication service between mobile stations or receivers and land stations, or by mobile stations communicating among themselves that is provided for profit and that makes interconnected service available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public. 47 CFR part 20

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

- 1.8 "Effective Date" means the date first above written.
- 1.9 "FCC" means the Federal Communications Commission.
- 1.10 "Interconnection" for purposes of this Agreement is the linking of Polar and VZW networks for the exchange of telecommunications traffic described in this Agreement.
- 1.11 "Interexchange Carrier" or "IXC" means a carrier, other than a CMRS 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.
- 1.13 "IntraLATA Toll Traffic," means those intraLATA station calls that are not defined as Local Traffic in this Agreement.
- 1.14 "Local Exchange Routing Guide" or "LERG" is the Telcordia Technologies reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.
- 1.15 "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.
- 1.16 "Local Service Area" means, for VZW, Major Trading Area Number 12 (Minneapolis-St. Paul) and for Polar, its local calling area contained in Polar's then current General Subscriber Service Tariff. An NPA/NXX assigned to VZW shall be included in any EAS calling scope or similar program to the same extent as any other ILEC's NPA/NXX in the same rate center.
- 1.17 "Local Traffic" is defined for purposes of determining compensation under this Agreement is Local Service Area traffic that (a) originates on the network of one Party, (b) may transit a third-party LEC's network pursuant to an agreement between the originating Party and the transiting LEC, in lieu of a direct connection between the Parties, (c) terminates on the network of the other Party, within the same MTA provided that the customer or roamer of VZW 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 the originating and terminating points, at the beginning of the call, for application of Reciprocal Compensation, the origination and termination point for each Party shall be:

(A) Polar: The end office serving the calling or called party,

(B) VZW: The originating or terminating cell site location, which services the calling or called party, at the beginning of the call.

1.18 "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)

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

1.20 "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)

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

1.22 "Non-Local Traffic" - All traffic which is not Local Traffic as defined in Section 1.17 hereof is Non-Local Traffic and will not be subject to Reciprocal Compensation.

1.23 "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.).

1.24 "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.

- 1.25 "Party" means either Polar or VZW, and "Parties" means Polar and VZW.
- 1.26 "Rate Center" means the specific geographic point and corresponding geographic area that are associated with one or more particular NPA/NXX Codes that have been assigned to an ILEC for its provision of Exchange Services.
- 1.27 "Reciprocal Compensation" means an arrangement between two carriers in which each receives the same compensation rate from the other carrier for the transport and termination on each carrier's network of Local Traffic, as defined in Section 1.17 above, that originates on the network facilities of the other carrier. Compensation, regardless of the Party that receives it, is symmetrical.
- 1.28 "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)
- 1.29 "Telecommunications Act" means the Communications Act of 1934, as amended.
- 1.30 "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)
- 1.31 "Telecommunications Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 1.32 "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 or mobile handset.
- 1.33 "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.
- 1.34 "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.

1.35 "Type 1 Service" often referred to as a line-side trunk connection, is a service that involves interconnection to a telephone company end office. A Type 1 Service is offered in connection with the provision of telephone numbers hosted by a Polar switch. If available and economically feasible, SS7 functionality will be used.

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

## **2.0 INTERPRETATION AND CONSTRUCTION**

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

## **3.0 SCOPE**

3.1 This Agreement is intended, *inter alia*, to describe and enable specific Interconnection/Reciprocal Compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein. This Agreement relates to exchange of traffic between Polar and VZW. Polar's NXXs are listed in Telcordia's Local Exchange Routing Guide ("LERG") under Operating Company Number ("OCN") 1630 in the state of North Dakota. VZW represents that it is a CMRS provider of telecommunications services to subscribers in MTA No. 12, Minneapolis-St. Paul. VZW's NXXs are listed in the LERG under OCN 6568 in the state of North Dakota. Additions or changes to either Party's NPA/NXXs will be listed in the LERG.

3.2 This Agreement is limited to traffic of Polar end user customers for which Polar has tariff authority to carry. This Agreement is limited to traffic of VZW customers and roamers to which VZW provides service on a two-way wireless, mobile basis. This Agreement covers only traffic of VZW customers that are utilizing a mobile station, as defined in the Communication Act of 1934. This Agreement does not cover traffic of VZW customers or roamers that are utilizing customer premise equipment for communications over a wireless local loop or quasi-fixed wireless service, even though the customer premise equipment might be transportable in a quasi-mobile application.

This Agreement does not cover traffic of VZW on a one way mobile basis, sometimes called paging service.

3.3 Nothing in this Agreement shall be construed as a waiver by either Party to institute proceedings before the Commission to compel the establishment of interconnection arrangements between VZW and Polar for wireless local loop or quasi fixed wireless service. If VZW decides to provide such services, the Parties agree to negotiate appropriate terms for such interconnection agreement, prior to VZW offering such services. In absence of a mutually acceptable interconnection agreement, either Party may institute proceedings before the appropriate state or federal court, commission, or FCC to compel the establishment of interconnection arrangements between VZW and Polar for such service, and/or to obtain clarification and/or guidance regarding the appropriate regulations applicable for interconnection and exchange of traffic related to such service.

3.4 Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party.

#### **4.0 SERVICE AGREEMENT**

Description of Arrangements: This Agreement provides for the following interconnection and arrangements between the networks of VZW and Polar. Additional arrangements that may be agreed to in the future will be delineated in Attachment B to this agreement. Type 2 interconnection and arrangements are based on the existing rate center designation for VZW's NPA/NXX, as listed in the Routing Database System's Destination Code Records.

4.1 Type 2B Interconnection at Park River: A two-way trunk group is provisioned between Polar's Park River host office switch (PKRVNDXA28G) and VZW's point of presence in Park River exchange. This trunk group is provisioned in connection with VZW's 701/331 designated as being located at the Park River exchange. Applicable tariff charges for establishing and provisioning these trunk groups are billed by Polar to VZW according to Section 5.4 below.

##### A. Landline to Wireless:

1. Local Service Area calls from Polar to VZW are routed to Park River host switch and delivered to VZW via the two-way trunk group.
2. All other landline to wireless calls will be routed in accordance with Telcordia's Traffic Routing Administration instructions.

##### B. Wireless to Landline:

1. Local Service Area calls originated on VZW's network in MTA #12, by VZW customers or customers of another CMRS provider that has entered into roaming arrangement with VZW to Polar's customers in Park River exchange and remote exchanges that are hosted by Park River host switch, shall be routed over the two-way trunk group from VZW's network to Park River host switch and terminated by Polar, as appropriate.
2. Local Service Area calls originated on VZW's network in MTA #12, by VZW customers or customers of another CMRS provider that has entered into roaming arrangements with VZW to Polar Telecommunications, Inc. customers in exchanges hosted by Polar's Park River host switch will be routed over the two-way trunk group from VZW's network to Park River host switch for delivery to Polar Telecommunications, Inc. only if VZW has a reciprocal compensation agreement with Polar Telecommunications, Inc. These calls are considered transiting traffic and are subject to charges as set forth in Section 5.3, following.

4.2 Type 2B Interconnection at Michigan: A two-way trunk group is provisioned between Polar's Park River host office switch (PKRVNDXA28G) and VZW's cell site in Michigan exchange. This trunk group is provisioned in connection with VZW's 701/270 designated as being located at the Michigan exchange. Michigan is a remote switch without direct trunking capability and is hosted by Park River host switch. Applicable tariff charges for establishing and provisioning these trunk groups are billed by Polar to VZW according to Section 5.4 below.

A. Landline to Wireless:

1. Local Service Area calls from Polar to VZW are routed to Park River host switch and delivered to VZW via the two-way trunk group.
2. All other landline to wireless calls will be routed in accordance with Telcordia's Traffic Routing Administration instructions.

B. Wireless to Landline:

1. Local Service Area calls originated on VZW's network in MTA #12, by VZW customers or customers of another CMRS provider that has entered into roaming arrangement with VZW to Polar's customers in Park River exchange and remote exchanges that are hosted by Park River host switch, shall be routed over the two-way trunk group from VZW's network to Park River host switch and terminated by Polar, as appropriate.
2. Local Service Area calls originated on VZW's network in MTA #12, by VZW customers or customers of another CMRS provider that has entered into roaming arrangements with VZW to Polar Telecommunications, Inc.

customers in exchanges hosted by Polar's Park River host switch will be routed over the two-way trunk group from VZW's network to Park River host switch for delivery to Polar Telecommunications, Inc. only if VZW has a reciprocal compensation agreement with Polar Telecommunications, Inc. These calls are considered transiting traffic and are subject to charges as set forth in Section 5.3, following.

4.3 Type 2B Interconnection at St. Thomas: A two-way trunk group is provisioned between Polar's Cavalier host office switch (CVLRNDXA26G) and VZW's cell site in St. Thomas exchange. This trunk group is provisioned in connection with VZW's 701/520 designated as being located at the St. Thomas exchange. Polar's St. Thomas remote switch does not have direct trunking capability and is hosted by Cavalier host switch. Applicable tariff charges for establishing and provisioning these trunk groups are billed by Polar to VZW according to Section 5.4 below.

A. Landline to Wireless:

1. Local Service Area calls from Polar customers to VZW customers are routed to Cavalier host switch and then delivered to VZW via the two-way trunk group.
2. All other landline to wireless calls involving 701/520, will be routed in accordance with Telcordia's Traffic Routing Administration instructions.

B. Wireless to Landline:

Local Service Area calls originated on VZW's network in MTA #12, by VZW customers or customers of another CMRS provider that has entered into roaming arrangement with VZW to Polar's customers in Cavalier exchange and remote exchanges that are hosted by Cavalier host switch, shall be routed over the two-way trunk group from VZW's network to Cavalier host switch and terminated by Polar, as appropriate.

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

4.5 Transit Traffic: The Parties acknowledge and agree that this Agreement is intended to govern the exchange of traffic to and from the Parties' respective networks only. Traffic that is originated on a network of a non-party Telecommunications Carrier ("Non-Party Carrier") and routed to a Party may be delivered to the other Party's

network. In addition, traffic that is originated by a customer or roamer of a Party on that Party's network that is routed to the other Party may be delivered to a Non-Party Carrier. If a Non-Party Carrier objects to the delivery of such traffic, then either Party to this Agreement may request direction from the Commission, FCC, North Dakota state courts or federal courts. The transiting Party will continue to perform transiting functions for the other Party pending ruling from the Commission, FCC, North Dakota state courts or federal courts. The Party performing such transiting function will bill the originating carrier (other Party or a Non-Party Carrier) the transiting charge, as specified in Section 5 below. In order for the other Party or a Non-Party Carrier to bill the originating carrier (a Non-Party or other Party) for charges it is obligated to pay, the Party performing the transiting function will provide, subject to availability, total minutes of transiting traffic terminating to the terminating carrier (Non-Party Carrier or the other Party). VZW shall not perform a transiting function pursuant to this Agreement. If VZW desires to perform a transiting function, VZW will request an amendment 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 1.16 and is related to the exchange of traffic described in Section 4.1, 4.2, 4.3, 4.4 and in Attachment B, as applicable.

The symmetrical rate for Reciprocal Compensation shall be \$0.039297 per minute.

### **5.2 Traffic Subject to Access Charges.**

Access charges apply to all Non-Local Traffic originated on VZW's network and delivered to Polar for termination to its customers as described in sections 4.1, 4.2, 4.3, 4.4 and Attachment B, as applicable. VZW shall compensate Polar at Polar's applicable access tariff rates for all VZW-originated Non-Local Traffic only to the extent that such VZW-originated Non-Local Traffic is not handed off to an interexchange carrier for delivery to Polar.

### **5.3 Traffic Subject to Transit Compensation**

Transit Compensation is applicable to Transit Traffic that originates on one Party's network, traverses the other Party's network, and is terminated on a Non-Party's network.

The rate for Transit compensation shall be \$0.011283 per minute.

#### 5.4 Facility Compensation

Where interconnection facilities are used for two-way traffic exchange between the Parties, the charges for such facilities (with the exception of new construction) provided and billed for by Polar shall be reduced by an agreed upon percentage representing the estimated or actual percentage of traffic exchanged between the Parties over such facilities that originate on Polar's network by Polar's customers. This percentage is referred to as the Traffic Factor. The Parties agree to review those percentages on a periodic basis and, if warranted by the actual usage, revise the percentages appropriately.

- a. Landline to Wireless: 20%
- b. Wireless to Landline: 80%

#### 5.5 Calculation of Payments and Billing.

5.5.1 VZW will compensate Polar for Local and Non-Local Traffic delivered to Polar for termination to its customers, as prescribed and at the rates provided in Sections 5.1, 5.2. VZW will also compensate Polar for Transit Traffic originated by VZW and routed over the two-way direct trunk group for delivery to a Non-Party Carrier as prescribed and at the rate provided in Section 5.3, and for facilities as prescribe in Section 5.4. Polar will compensate VZW for Local Traffic originated by Polar customers on Polar's network and delivered to VZW over the two-way trunk group, for termination to its customers, as prescribed and at the rate provided in Section 5.1.

5.5.2 VZW shall prepare a monthly billing statement to Polar, reflecting the calculation of Reciprocal Compensation due VZW. Polar shall prepare a monthly billing statement to VZW which will separately reflect the calculation of Reciprocal Compensation, Access Charges, Transit Compensation, Facility Compensation and total compensation due Polar. Polar shall use the total recorded originating traffic, recorded by Polar, and total terminating traffic recorded by either Polar and/or Qwest for billing VZW. If either Party lacks the billing capability upon agreement by both Parties, Polar shall also include the Reciprocal Compensation due to VZW as a credit on the monthly billing statement.

5.5.3 To facilitate this billing by Polar, VZW shall provide Polar on a monthly basis with VZW usage information showing (a) total minutes of Local and Non-Local traffic originated on VZW's network and routed over the two-way direct trunk group to Polar (i.e., traffic subject to Reciprocal Compensation in accordance with Section 5.1, above or Access Charges in accordance with 5.2, above), and (b) total minutes of Local and Non-Local traffic originated on VZW's network that terminate to Polar through indirect connection (i.e., traffic subject to Reciprocal Compensation in accordance with Section 5.1, above or Access Charges in accordance with 5.2, above).

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 to the total traffic volumes originated by VZW as an estimate of the Non-Local Traffic being originated by VZW. This factor shall be based on aggregated end user billing initially provided by VZW. Due to administrative cost, the Non-Local factor will not be applied in those circumstances where Non-Local Traffic usage is less than 2% of total traffic (i.e., All traffic will be considered Local and subject to Reciprocal Compensation as described in Section 5.1, above).

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 twelve (12) months in age from the date the monthly bill containing said record information was issued.

5.5.6 Neither Party shall bill the other Party for traffic that is more than six (6) months old or that predates this Agreement.

## **6.0 NOTICE OF CHANGES**

If a Party contemplates a change in its network, which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide at least ninety- (90) days advance written notice of such change to the other Party, provided, however, that this provision shall not apply to changes necessitated by emergencies or other circumstances outside the control of the party modifying its network.

## **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 an acceptable industry standard format, and to terminate the traffic it receives in that acceptable industry standard 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 managing 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 Telcordia for maintaining the LERG in a timely manner.

7.6 Each Party agrees to adhere to the blocking requirements for interconnection (P.01) as provided in Telcordia documentation GR145 - Core Compatibility for Interconnection of a Wireless Services Provider and a Local Exchange Company Network.

## **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 one hundred twenty (120) 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 or renegotiate a new agreement. In the event of such renegotiation, this Agreement shall remain in effect until such time that a new agreement becomes effective.

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' written 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 in Section 8.2 above;

(b) Each Party shall promptly pay all undisputed 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**

VZW recognizes that Polar must provision facilities in order to allow for exchange of traffic under this Agreement, and agrees that compensation for establishing and provisioning these facilities is non-severable from provisioning of such facilities.

## **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, damage, and expense (including reasonable attorney's fees) to customers and other third parties for:

damage to tangible personal property or for personal injury proximately caused by the gross negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors.

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.

### **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 may be subject to change, modification, or cancellation as may be required by a final, non-appealable order of 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 Telecommunications 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 Telecommunications Act, any effective legislative action or any effective, final and non-appealable, 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 Telecommunications 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, to the extent permitted or required, 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**

Polar shall comply with Section 252(i) of the Telecommunications Act, as may be interpreted from time to time.

## **16.0 MISCELLANEOUS**

### **16.1 Authorization**

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

16.1.2 VZW is a general partnership 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 VZW or Polar in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between VZW and Polar, or any relationship other than that of co-carriers. Neither this Agreement, nor any actions taken by VZW or Polar in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between VZW and Polar 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, 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. 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. This Agreement shall be governed by the domestic laws of the State of North Dakota without reference to conflict of law provisions. Notwithstanding the foregoing, the Parties may seek resolution of disputes under this Agreement by the FCC, the Commission, or the North Dakota state court, or federal court, as appropriate.

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 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.

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. 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:

Verizon Wireless  
Attn: Mary Bacigalupi  
2785 Mitchell Drive, MS 7-1  
Walnut Creek CA 94598

To:

Polar Communications Mutual Aid Corporation  
Dave Dunning  
P. O. Box 270  
110 4<sup>th</sup> Street East  
Park River, North Dakota 58270

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

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

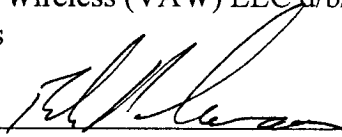

obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

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 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 January, 2002.

<p>Cellco Partnership d/b/a Verizon Wireless</p> <p>Badlands Cellular of North Dakota Limited Partnership d/b/a Verizon Wireless By CommNet Cellular Inc., Its Managing Agent</p> <p>Bismarck MSA Limited Partnership d/b/a Verizon Wireless By Cellular Inc. Network Corporation, Its General Partner</p> <p>North Central RSA 2 of North Dakota L.P. d/b/a Verizon Wireless By CommNet Cellular Inc., Its Managing Agent</p> <p>North Dakota RSA No. 3 Limited Partnership d/b/a Verizon Wireless By AirTouch North Dakota, LLC, Its General Partner</p> <p>North Dakota 5-Kidder Limited Partnership d/b/a Verizon Wireless By CommNet Cellular Inc., Its Managing Agent</p> <p>Northwest Dakota Cellular of North Dakota L.P. d/b/a Verizon Wireless By CommNet Cellular Inc., Its Managing Agent</p> <p>Verizon Wireless (VAW) LLC d/b/a Verizon Wireless</p> <p>By: <u></u></p> <p>Printed: Robert F. Swaine</p> <p>Title: West Area Vice President – Network</p> <p>Date: <u>7-17-02</u></p>	<p>Polar Communications Mutual Aid Corp.</p> <p>By: <u></u></p> <p>Printed: <u>David L. Dunning</u></p> <p>Title: <u>General Manager / CEO</u></p> <p>Date: <u>7-29-02</u></p>
--	--

**Attachment A**

**Licensee**

Badlands Cellular of North Dakota Limited Partnership  
Bismarck MSA Limited Partnership  
North Central RSA 2 of North Dakota L.P.  
North Dakota 5-Kidder Limited Partnership  
Northwest Dakota Cellular of North Dakota L.P.  
North Dakota RSA No. 3 Limited Partnership  
Verizon Wireless (VAW) LLC  
Verizon Wireless (VAW) LLC

**Market Name**

North Dakota 4-McKenzie  
Bismarck  
North Dakota 2-Bottineau  
North Dakota 5-Kidder  
North Dakota 1-Divide  
North Dakota 3-Barnes  
 Fargo-Moorehead  
Grand Forks

**Attachment B**

**Reserved For Future Use**