

DIVIDER

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

PU-2766-02-413

Cellco Partnership/Red River Telecom, Inc.
Interconnection Agreement

Application

Filed 8/2/2002

Closed 10/14/2002

02

DESCRIPTION

Scott, Sandi L.

From: Bauske, Shelly A.
Sent: Monday, November 18, 2002 12:44 PM
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 Cellco Partnership/United Telephone Mutual Aid Co
11/19/2002 CC: Comm Legal Ilona 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

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 ✓
<i>Cellco Partnership/Red River Rural Telephone Association</i>	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 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

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

Cert. No. 7001 1940 0005 3426 5436

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

Cert. No. 7001 1940 0005 3426 5443

Tom Simmons
Midcontinent Communications Inc
5001 W 41st St
Sioux Falls SD 57106

Cert. No. 7001 1940 0005 3426 5450

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

Cert. No. 7001 1940 0005 3426 5467

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

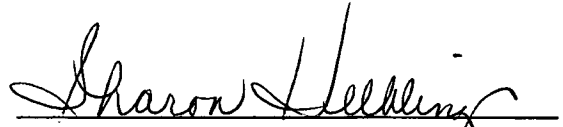
Ardon M Doran
Red River Rural Telephone Assoc
Red River Telecom Inc
P O Box 136
Abercrombie ND 58001

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



MOTION

October 10, 2002

APPROVED

DATE: 10-10-02
KMF

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

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Cellco Partnership/Dickey Rural Communications, Inc.	Case No. PU-2760-02-407
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Cellco Partnership/Midstate Communications, Inc.	Case No. PU-2762-02-409
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

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

JRL/sdh

**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
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Cellco Partnership/Griggs County Telephone Co.	Case No. PU-2753-02-400
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Cellco Partnership/West River Telecommunications Cooperative	Case No. PU-2757-02-404
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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

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

Scott, Sandi L.

From: Bauske, Shelly A.
Sent: Monday, October 07, 2002 2:35 PM
To: Scott, Sandi L.
Subject: FW: More Money Received.....

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

From: Geiger, Gloria A.
Sent: Monday, October 07, 2002 1:59 PM
To: Bauske, Shelly A.
Cc: Geiger, Gloria A.
Subject: RE: More 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, October 07, 2002 10:45 AM
To: Geiger, Gloria A.
Subject: More Money Received.....

Case No. PU-2764-02-411
Polar Telecommunications
\$18.69
7700 8503 248 22339 \$112.14

Case No. PU-2765-02-412
Polar Communications
\$18.69

Case No. PU-2752-02-399
Consolidated Telcom
\$18.69

Case No. PU-2751-02-398
BEK Communications
\$18.69

Case No. PU-2766-02-413

8 **PU-2764-02-411** Pages: 0
\$18.69 received
by Polar Telecommunications, Inc.
10/07/2002 CC: Comm Legal Ilona Jerry .

8 **PU-2765-02-412** Pages: 0
\$18.69 received
by Polar Communications Mutual Aid Corporation
10/07/2002 CC: Comm Legal Ilona Jerry .

8 **PU-2752-02-399** Pages: 0
\$18.69 received
by Celco Partnership/Consolidated Telcom
10/07/2002 CC: Comm Legal Ilona Jerry .

8 **PU-2751-02-398** Pages: 0
\$18.69 received
by Celco Partnership/BEK Communications Cooperati
10/07/2002 CC: Comm Legal Ilona Jerry .

✓8 **PU-2766-02-413** Pages: 0
\$18.69 received
by Celco Partnership/Red River Telecom, Inc.
10/07/2002 CC: Comm Legal Ilona Jerry .

8 **PU-2767-02-414** Pages: 0
\$18.69 received
by Celco Partnership/Red River Rural Telephone Assc
10/07/2002 CC: Comm Legal Ilona Jerry .

8 **PU-2750-02-397** Pages: 0
\$37.39 received
by Celco Partnership/North Dakota Telephone Compa
10/07/2002 CC: Comm Legal Ilona Jerry .

12 **PU-2727-02-330** Pages: 0
\$36.54 received
by Excel Telecommunications, Inc./Qwest Corporation
10/07/2002 CC: Comm Legal Ilona Jerry .

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/
Red River Telecom, Inc.
Interconnection Agreement
Application

Case No. PU-2766-02-413

I move the Commission bill Cellco Partnership and Red River Telecom, Inc. for costs incurred to date in Case No. PU-2766-02-413, Cellco Partnership/Red River Telecom, Inc., Interconnection Agreement, Application.

7

PU-2766-02-413

Pages: 3

Utility Valuation Motion/Letter/Billing
Statement
by Public Service Commission

09/25/2002

CC: Comm Legal Illona Jerry



Public Service Commission
State of North Dakota

COMMISSIONERS

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

Executive Secretary
Jon H. Mielke

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

September 25, 2002

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

Ardon M Doran
Red River Telecom Inc
PO Box 136
Abercrombie ND 58001-0136


RE: Case No. PU-2766-02-413
Cellco Partnership/Red River Telecom, 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-2766-02-413.

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/
Red River Telecom, Inc.
Interconnection Agreement
Application

Case No. PU-2766-02-413

Bill To:

Cellco Partnership.....	\$18.70
Red River Telecom, Inc.....	\$18.69

Expenses Incurred to Date:

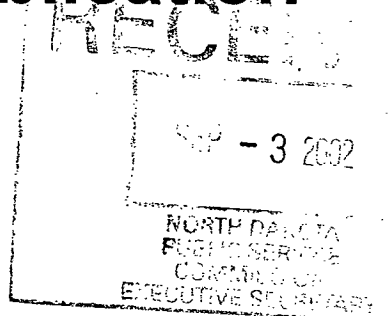
Advertising Costs	\$37.39
-------------------	---------

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 30th day of August A.D. 2002.

[Signature: Laurie Schapper]

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

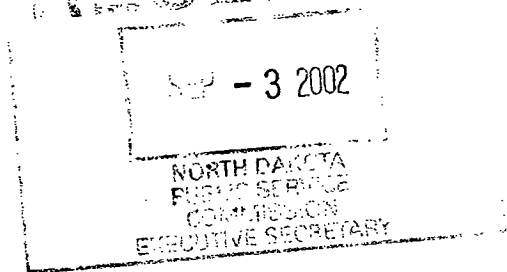
INVOICE

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
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6 PU-2757-02-404	Pages: 1	6 PU-2769-02-416	Pages: 1
6 PU-2758-02-405	Pages: 1		

Affidavit of Publication

by North Dakota Advertising Service, Inc.

09/03/2002

CC: Comm Legal Ilona Jerry .

mir
ntsf

d balance may be paid at any time.

by North Dakota Advertising Service, Inc.

09/03/2002

CC: Comm Legal Ilona Jerry .

periodic rate

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

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

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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

5

PU-2766-02-413

Pages: 6

Affidavits of Service

by Public Service Commission

08/19/2002

CC: Comm Legal Illona Jerry

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 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

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

Cert. No. 7001 1940 0005 3426 9199

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

Cert. No. 7001 1940 0005 3426 9274

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

Cert. No. 7001 1940 0005 3426 9182

Tom Simmons
Midcontinent Communications Inc
5001 W 41st St
Sioux Falls SD 57106

Cert. No. 7001 1940 0005 3426 9267

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

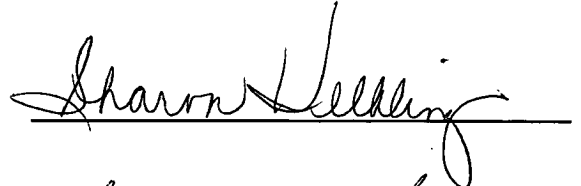
Ardon M Doran
Red River Rural Telephone Assoc
Red River Telecom Inc
P O Box 136
Abercrombie ND 58001

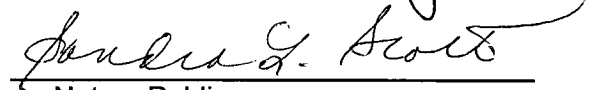
Kenneth Carlson
United Telephone Mut Aid Corp
Turtle Mountain Communications Inc
P O Box 729
Langdon ND 58249-0729

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.**

SEAL





Notary Public

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

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
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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
<i>Cellco Partnership/Red River Rural Telephone Association</i>	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

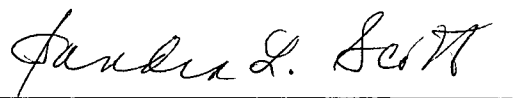
To:

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

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PU-2766-02-413

Pages: 1

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

08/19/2002

CC: Comm Legal Illona Jerry .

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MOTION

August 16, 2002

APPROVED

DATE: 8-16-02
KMF

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
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

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:

1-800-RECONEX, Inc./Qwest Corporation	Case No. PU-2469-02-339
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PU-2766-02-413

Pages: 3

Notice of Opportunity to File Written
Comments
by Public Service Commission

08/16/2002

CC: Comm Legal Ilona Jerry

Cellco Partnership/Midstate Telephone Company	Case No. PU-2763-02-410
Cellco Partnership/Polar Telecommunications, Inc.	Case No. PU-2764-02-411
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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

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:

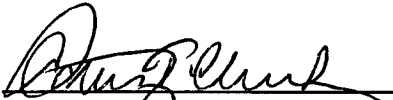
1. the agreement (or portion thereof) discriminates against a telecommunications carrier that was not a party to the agreement;
2. the implementation of the agreement (or portion thereof) is not consistent with the public interest, convenience, and necessity.

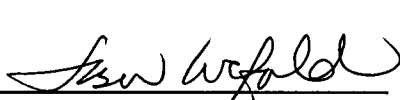
In addition, the Commission may include in its review state requirements that do not constitute barriers to entry under section 253. Section 252(e)(4) requires that the Commission must act to approve or reject an agreement adopted by negotiation within ninety (90) days after submission by the parties.

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. Wefald
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

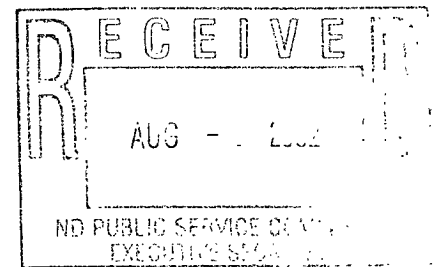
DENISE C. HAYS
DEBRA L. HOFFARTH
JAMES G. WOLFF*

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 Red River Rural Telephone Association, and 8 copies of the Wireless Interconnection/Compensation Agreement between Cellco Partnership, d/b/a Verizon Wireless and Red River Telecom, 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: Ardon M. Doran

**WIRELESS INTERCONNECTION/COMPENSATION
AGREEMENT**

BETWEEN

RED RIVER RURAL TELEPHONE ASSOCIATION

AND

CELLCO PARTNERSHIP, d/b/a VERIZON WIRELESS

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I. Article I

1. INTRODUCTION

This Interconnection/Compensation Agreement ("Agreement") is effective as of the 1st day of January, 2002 (the "Effective Date"), by and between Red River Rural Telephone Association ("RRTA") with offices at P. O. Box 136, Abercrombie, North Dakota 58001 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, RRTA 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, RRTA 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, RRTA 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 RRTA 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 RRTA, its local calling area contained in RRTA'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) RRTA: 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 RRTA or VZW, and "Parties" means RRTA 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 RRTA 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 RRTA and VZW. RRTA's NXXs are listed in Telcordia's Local Exchange Routing Guide ("LERG") under Operating Company Number ("OCN") 1631 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 RRTA end user customers for which RRTA 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 RRTA 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 RRTA 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 indirect interconnection and arrangements between the networks of RRTA and VZW. If in the future VZW obtains an NPA/NXX rated centered in RRTA's service area, then the Parties will establish a direct connection for the exchange of Local Service Area traffic. All rates, terms, and conditions of this Agreement will apply to such direct interconnection. The detailed terms and conditions outlining the direct connection along with any other additional arrangements that may be agreed to in the future will be delineated in Attachment B to this agreement.

4.1 Indirect Traffic to RRTA. VZW does not currently offer its customers numbers out of a rate center within RRTA's service area and does not have direct connections with RRTA. The Parties agree to exchange Local Service Area traffic via a Non-Party transiting network that performs a transiting function on behalf of the originating Party.

4.2 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, 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 RRTA for termination to its customers as described in sections 4.1 and Attachment B, as applicable. VZW shall compensate RRTA at RRTA'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 RRTA.

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 Calculation of Payments and Billing.

5.4.1 VZW will compensate RRTA for Local and Non-Local Traffic delivered to RRTA for termination to its customers, as prescribed and at the rates provided in Sections 5.1, 5.2. VZW will also compensate RRTA for Transit Traffic originated by VZW and routed to RRTA for delivery to a Non-Party Carrier as prescribed and at the rate provided in Section 5.3. RRTA will compensate VZW for Local Traffic originated by RRTA

customers on RRTA's network and delivered to VZW for termination to its customers, as prescribed and at the rate provided in Section 5.1.

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

5.4.3 To facilitate this billing by RRTA, VZW shall provide RRTA on a monthly basis with VZW usage information showing total minutes of Local and Non-Local traffic originated on VZW's network that terminate to RRTA 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).

5.4.4 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).

5.4.5 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.

5.4.6 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 RRTA 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

RRTA 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 RRTA 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 RRTA in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between VZW and RRTA, or any relationship other than that of co-carriers. Neither this Agreement, nor any actions taken by VZW or RRTA in

compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between VZW and RRTA 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:

Red River Rural Telephone Association
Ardon Doran
P. O. Box 136
Abercrombie, ND 58001

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

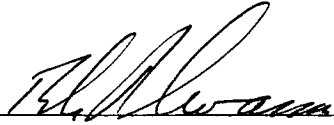
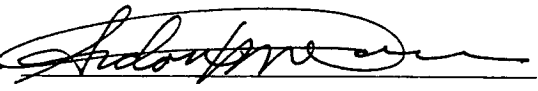
or any obligation of any kind, express or implied, against, in the name of, or on behalf of the other Party, unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no party undertakes to perform any obligation of the other Party, whether regulatory 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>Red River Rural Telephone Association</p> <p>By: <u></u></p> <p>Printed: <u>Ardon M. Doran</u></p> <p>Title: <u>General Manager</u></p> <p>Date: <u>7/25/02</u></p>
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Red River Rural Telephone Association and Verizon Wireless

Attachment A

Licensee	Market Name
Badlands Cellular of North Dakota Limited Partnership	North Dakota 4-McKenzie
Bismarck MSA Limited Partnership	Bismarck
North Central RSA 2 of North Dakota L.P.	North Dakota 2-Bottineau
North Dakota 5-Kidder Limited Partnership	North Dakota 5-Kidder
Northwest Dakota Cellular of North Dakota L.P.	North Dakota 1-Divide
North Dakota RSA No. 3 Limited Partnership	North Dakota 3-Barnes
Verizon Wireless (VAW) LLC	Fargo-Moorehead
Verizon Wireless (VAW) LLC	Grand Forks

Attachment B

Reserved For Future Use