

DIVIDER

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

PU-2783-02-476

North Dakota Network Co./Citizens Telecommunicatio
Interconnection Agreement

Application

02

Filed 9/9/2002

Closed 11/21/2002

DESCRIPTION



Public Service Commission
Receipt of Payment

Receipt# 5270

Received: 2/14/2003 Check# 56003090 for \$87.42
Subject: Utility Valuation

Docket # PU-2783-02-476

Citizens Telecommunications Company of North Dakota
Three High Ridge Park
Stamford CT 06905

Scott, Sandi L.

From: Bauske, Shelly A.
Sent: Wednesday, January 29, 2003 1:39 PM
To: Scott, Sandi L.
Subject: FW: Money Received.....

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

From: Geiger, Gloria A.
Sent: Wednesday, January 29, 2003 1:31 PM
To: Bauske, Shelly A.
Cc: Geiger, Gloria A.
Subject: RE: Money Received.....

7700 8503 248 22476

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: Tuesday, January 28, 2003 11:02 AM
To: Geiger, Gloria A.
Subject: Money Received.....

Case No. PU-2783-02-476
SRT
\$87.42

13 PU-2783-02-476

Pages: 0

\$87.42 received

by SRT Communications, Inc.

01/31/2003

CC: Comm Legal Illona Jerry .

APPROVED

DATE: 1-15-03
KMF

MOTION

January 15, 2003

North Dakota Network Co./Citizens
Telecommunications Company of North
Dakota, Inc.
Interconnection Agreement
Application

Case No. PU-2783-02-476

I move the Commission bill North Dakota Network Co. and Citizens
Telecommunications Company of North Dakota, Inc. for costs incurred to date in
Case No. PU-2783-02-476, North Dakota Network Co./Citizens
Telecommunications Company of North Dakota, Inc., Interconnection
Agreement, Application.

12

PU-2783-02-476

Pages: 3

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

01/15/2003

CC: Comm Legal Ilona 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@psc.state.nd.us
TDD 800-366-6888
Fax 701-328-2410
Phone 701-328-2400

January 15, 2003

General Manager/CEO
North Dakota Network Co
PO Box 2027
Minot ND 58702-2027

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

RE: Case No. PU-2783-02-476
North Dakota Network Co./
Citizens Telecommunications Company of North Dakota, Inc.
Interconnection Agreement
Application

Enclosed is a copy of the statement approved at the January 15, 2003 Public Service Commission meeting for the expenses incurred to date in Case No. PU-2783-02-476.

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,

A handwritten signature in black ink, appearing to read "Gloria Geiger".

Gloria Geiger
Admin Staff Officer
701-328-2401

Enc.

Billing Statement

January 15, 2003

North Dakota Network Co./Citizens
Telecommunications Company of North
Dakota, Inc.
Interconnection Agreement
Application

Case No. PU-2783-02-476

Bill To:

North Dakota Network Co. \$87.42
Citizens Telecommunications Company of North Dakota, Inc. \$87.42

Expenses Incurred to Date:

Advertising Costs \$174.84

Send Payment and a Copy of this Statement To:

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

Federal Tax ID 45-0309764

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

**North Dakota Network Co./Qwest Corporation
Interconnection Agreement
Application**

Case No. PU-2783-02-476

**U.S. Link, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application**

Case No. PU-2630-02-483

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

Case No. PU-2057-02-493

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 **21st day of November, 2002**, she deposited in the United States Mail, Bismarck, North Dakota **four** envelopes with certified postage, return receipt requested, fully prepaid, securely sealed and each containing a photocopy of:

Order

The envelopes were addressed as follows:

Dan Kuntz
P O Box 1695
Bismarck ND 58502-1695

Cert. No. 7001 1940 0005 3425 1873

Lauraine Harding
McLeodUSA
6400 C St SW
Cedar Rapids IA 52406-3177

Cert. No. 7001 1940 0005 3425 1897

Mike Roddy
U S Link Inc
P O Box 327
Pequot Lakes MN 56472
Cert. No. 7001 1940 0005 3425 1880

Warren Hight
North Dakota Network Co
P O Box 2027
Minot ND 58702-2027

Cert. No. 7001 1940 0005 3425 1903

Sharon Helbling further deposes and says that on the **21st day of November, 2002**, she deposited in the United States Mail, Bismarck, North Dakota, **three** envelopes by regular mail, with postage fully prepaid, securely sealed, each containing a photocopy of the same.

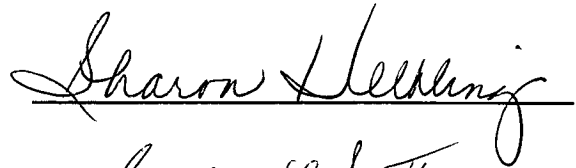
Scott Macintosh
Qwest Corporation
P O Box 5508
Bismarck ND 58502-5508

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

Director-Carrier Services
Citizens Communications
180 S Clinton
Rochester NY 14646

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

Subscribed and sworn to before me
this **21st day of November, 2002.**





Notary Public

SEAL



MOTION

November 20, 2002

North Dakota Network Co./Citizens Telecommuni- Case No. PU-2783-02-476
cations Company of North Dakota, Inc.
Interconnection Agreement
Application

U.S. Link, Inc./Qwest Corporation Case No. PU-2630-02-483
Interconnection Agreement Amendment
Application

McLeodUSA Telecommunications Services, Case No. PU-2057-02-493
Inc./Qwest Corporation
Interconnection Agreement Amendment
Application

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

JRL/sdh

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

**North Dakota Network Co./Citizens Telecommuni- Case No. PU-2783-02-476
cations Company of North Dakota, Inc.
Interconnection Agreement
Application**

**U.S. Link, Inc./Qwest Corporation Case No. PU-2630-02-483
Interconnection Agreement Amendment
Application**

**McLeodUSA Telecommunications Services, Case No. PU-2057-02-493
Inc./Qwest Corporation
Interconnection Agreement Amendment
Application**

ORDER

November 20, 2002

On September 9, 2002, Citizens Telecommunications Company of North Dakota, Inc. filed an application for approval of an interconnection agreement negotiated with North Dakota Network Company, Case No. PU-2283-02-476. This agreement sets forth rates, terms and conditions for interconnection and exchange of traffic.

On September 10, 2002, Qwest Corporation (Qwest) filed for approval of an amendment negotiated to its interconnection agreement with U.S. Link, Inc., of Pequot Lakes MN, Case No. PU-2630-02-483. This amendment sets forth rates, terms and conditions for unbundled dark fiber.

On September 19, 2002, Qwest filed for approval of an amendment negotiated to its interconnection agreement with McLeodUSA Telecommunications Services, Inc., of Cedar Rapids, IA, Case No. PU-2057-02-493. This amendment exercises a termination clause in a previously approved amendment with certain business platform conversions and rate changes.

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 October 10, 2002, the Commission issued a Notice of Opportunity to File Written Comments, which provided that the Commission would receive comments on the agreements until November 12, 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



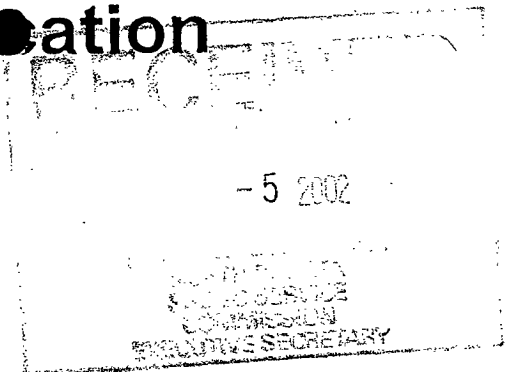
Susan E. Wefald
President



Leo M. Reinbold
Commissioner

Affidavit of Publication

State of North Dakota)
County of Burleigh)



Laurie Thiel, being duly sworn, state as follows:

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

Signed: Laurie Thiel

Subscribed and sworn to before me this 31st day of October A.D. 2002

Laurie Schaffer

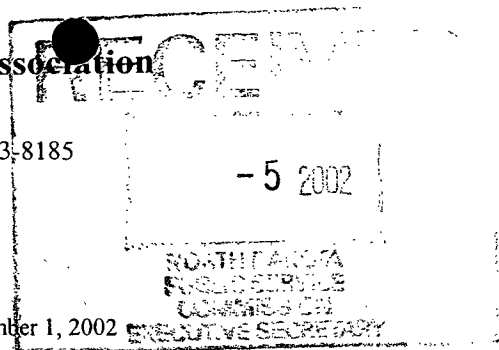
LAURIE SCHAFFER
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires DEC. 1, 2005

- ✓ 6 **PU-2783-02-476** Pages: 1
Affidavit of Publication
by North Dakota Advertising Service, Inc.
11/05/2002 CC: Comm Legal Ilona Jerry
- 6 **PU-2630-02-483** Pages: 1
Affidavit of Publication
by North Dakota Advertising Service, Inc.
11/05/2002 CC: Comm Legal Ilona Jerry
- 6 **PU-2057-02-493** Pages: 1
Affidavit of Publication
by North Dakota Advertising Service, Inc.
11/05/2002 CC: Comm Legal Ilona Jerry



North Dakota Newspaper Association

1435 Interstate Loop
Bismarck, ND 58503-0567
Ph (701) 223-6397 • Fax (701) 223-8185



INVOICE

Order **02103PP1-16785**

Invoice # **7207**

November 1, 2002

Attn: JONH. MIELKE
PUBLIC SERVICE COMMISSION
STATE CAPITOL
BISMARCK, ND 58505

Advertiser: **Public Service Commission**

P.O.#:

Amount Due

\$524.53

Amount Paid

Voice: 328-4076

Please detach and return this portion with your payment

Public Service Commission Invoice # 02103PP1-16785-7207

Ad Size	Rate Type	Rate	Total	Discount (%)	Caption	Page	Run Date
DAILY							
Bismarck Tribune (Bismarck ND)							
81.00	SPR2	0.64	51.84	0.00	ND Network..McLeod		10/16/02
Devils Lake Daily Journal (Devils Lake ND)							
83.00	SPR2	0.63	52.29	0.00	ND Network..McLeod		10/16/02
Dickinson Press (Dickinson ND)							
91.00	SPR2	0.57	51.87	0.00	ND Network..McLeod		10/16/02
Fargo, The Forum (Fargo ND)							
78.00	SPR2	0.71	55.38	0.00	ND Network..McLeod		10/21/02
Grand Forks Herald (Grand Forks ND)							
79.00	SPR2	0.69	54.51	0.00	ND Network..McLeod		10/17/02
Jamestown Sun (Jamestown ND)							
96.00	SPR2	0.54	51.84	0.00	ND Network..McLeod		10/16/02
Minot Daily News (Minot ND)							
96.00	SPR2	0.54	51.84	0.00	ND Network..McLeod		10/16/02
Valley City Times-Record (Valley City ND)							
85.00	SPR3	0.61	51.85	0.00	ND Network..McLeod		10/16/02
Wahpeton Daily News (Wahpeton ND)							
91.00	SPR2	0.57	51.87	0.00	ND Network..McLeod		10/16/02
Williston Herald (Williston ND)							
84.00	SPR2	0.61	51.24	0.00	ND Network..McLeod		10/16/02

Gross Advertising	524.53	Total Misc	0.00	Amount Paid	0.00
Agency Discount		Tax	0.00	Adjustments	0.00
Other Discount	0.00	Total Billed	524.53	Payment Date	
Service Charge	0.00	Unbilled	0.00	Balance Due	524.53

8 PU-2783-02-476 Pages: 1

Affidavit of Publication

6 PU-2630-02-483 Pages: 1

Affidavit of Publication

by North Dakota Advertising Service, Inc.

No

11/05/2002

CC: Comm Legal Illona Jerry .

6 PU-2057-02-493 Pages: 1

Affidavit of Publication

by North Dakota Advertising Service, Inc.

11/05/2002

CC: Comm Legal Illona Jerry .

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

North Dakota Network Co./Qwest Corporation
Interconnection Agreement
Application

Case No. PU-2783-02-476 ✓

U.S. Link, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application

Case No. PU-2630-02-483

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

Case No. PU-2057-02-493

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

Notice of Opportunity to File Written Comments

The envelopes were addressed as follows:

Dan Kuntz
P O Box 1695
Bismarck ND 58502-1695

Cert. No. 7099 3220 0002 8482 3117

Lauraine Harding
McLeodUSA
6400 C St SW
Cedar Rapids IA 52406-3177

Cert. No. 7099 3220 0002 8482 3131

Mike Roddy
U S Link Inc
P O Box 327
Pequot Lakes MN 56472
Cert. No. 7099 3220 0002 8482 3124

Warren Hight
North Dakota Network Co
P O Box 2027
Minot ND 58702-2027

Cert. No. 7099 3220 0002 8482 3148

Sharon Helbling further deposes and says that on the **11th day of October, 2002**, she deposited in the United States Mail, Bismarck, North Dakota, **three** envelopes by regular mail, with postage fully prepaid, securely sealed, each containing a photocopy of the same.

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

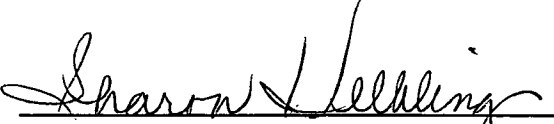
Dir-Interconnection Compliance
Qwest Corporation
1801 California St Rm 2410
Denver CO 80202

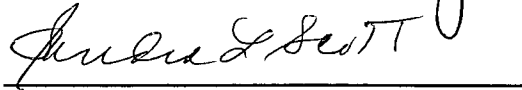
Director-Carrier Services
Citizens Communications
180 S Clinton
Rochester NY 14646

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



STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

North Dakota Network Co./Qwest Corporation
Interconnection Agreement
Application

Case No. PU-2783-02-476

U.S. Link, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application

Case No. PU-2630-02-483

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

Case No. PU-2057-02-493

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 **11th day of October, 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

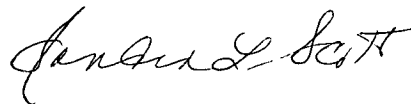
To:

See Attached List

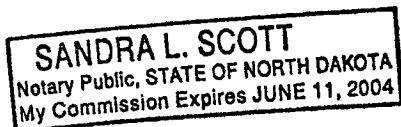
Each address shown is the respective addressee's last reasonably ascertainable post office address.



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



Notary Public



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

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

ltade@czn.com
Lance Tade
Citizens Telecomm of ND

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

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

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

mjrasher@msn.com
Mary Jane Rasher
DCI Group

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

bgipson@vartec.net
Becky Gipson
eMeritus Communications Inc
1600 Viceroy Dr
Dallas TX 75235

bgipson@vartec.net
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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

sschwan@qwest.com
Suzy Schwandt
Qwest Corporation

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

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

laurie.willman@metro1.com
Laurie Willman
North By NortheastCom LLC

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

donn@srt.com
Don Neqaard
Pringle and Herigstad P C
PO Box 1000
Minot ND 58702-1000

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

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

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

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

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

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

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

ardondoran@rrt.net
Ardon Doran
Red River Rural Tele Assoc
PO Box 136
Abercrombie ND 58001-0136

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

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

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

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

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

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

lahall@usgs.gov
Lenora Hall
U S Geological Survey

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

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

paulihland@wtc-mail.net
Paul Ihland
Wolverton Telephone Company
Wolverton MN 56594

johnar@srttel.com
John Reiser
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

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

kjvannin@usgs.gov
K Vannin
U S Geological Survey

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

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

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

C12 Inc
200 Galleria Pkwy Ste 1200
Atlanta GA 30339

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

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

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

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

Comcast Business Communications Inc
650 Centerton Rd
Moorestown NJ 08057

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

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

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

Consolidated Telcom
PO Box 1077
Dickinson ND 58601-1077

Contact Communications
937 W Main St
Riverton WY 82501

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

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

Dickey Rural Communications Inc
PO Box 69
Ellendale ND 58436-0069

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

Easton Telecom Services Inc
3046 Brecksville Rd #A
Richfield OH 44286-9399

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

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

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

Lucille Nilson
Griggs County Telephone Company
Cooperstown ND 58425

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

Keith Larson
Dakota Central Telecom I
PO Box 299
Carrington ND 58421-0299

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

Dickey Rural Services Inc
P O Box 69
Ellendale ND 58436

DSLnet Communications LLC
545 Long Wharf Dr
New Haven CT 06511

Regulatory Dept
Essential.com Inc
5 Bragdon Ln Ste 200
Kennebunk Me 04043

Evercom Systems Inc
8201 Tristar Dr
Irving TX 75063-2824

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

Global Tel*Link Corporation
2609 Cameron St
Mobile AL 36607-3104

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

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

HTC Services Inc
P O Box 55
Halstad MN 56548

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

Intrado Communications Inc
6285 Lookout Rd
Boulder CO 80301

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

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

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

Level 3 Communications LLC
3555 Farnam St
Omaha NE 68131

Houlton Enterprises Inc
2201 W Bdwy Ste 1
Council Bluffs IA 51501

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

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

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

KMC Telecom V Inc
1545 Rt 206
Bedminster NJ 07921

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

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

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

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

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

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

Dave Crothers
NDATC
Box 1144
Mandan ND 58554-1144

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

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

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

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

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

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

Richard Thronson
Nemont Telephone Cooperative Inc
Scobey MT 59263

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

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

NOW Communications Inc
711 S Tejon St Ste 201
Colorado Springs CO 80903

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

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

QuantumShift Communications Inc
101 Rowland Way Ste 300
Novato CA 94945

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

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

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

Andrew Jones
Sprint
6391 Sprint Pkwy
Overland Park KS 66251-6100

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

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

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

Heather Troxell
Qwest Communications Corporation
4250 Fairfax Dr
Arlington VA 22203

Qwest Interprise America Inc
1801 California St 49th Fl
Denver CO 80202

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

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

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

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

Touch America Inc
40 E Bdwy
Butte MT 59701

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

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

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

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

Kenneth Carlson
United Telephone Mut Aid Corp
Langdon ND 58249

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

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

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

VarTec Telecom Inc
1600 Viceroy Dr
Dallas TX 75235

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

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

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

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

WTC Competitive Services Inc
P O Box 129
Wolverton MN 56594

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

Helbling, Sharon D.

From: Helbling, Sharon D.
Sent: Friday, October 11, 2002 9:27 AM
To: ndna (E-mail)
Subject: Notice of Opportunity to File Written Comments

**Colleen Park
North Dakota Newspaper Association**

Colleen,

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

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
Public Service Commission**

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PU-2783-02-476

Pages: 1

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

10/11/2002

CC: Comm Legal Ilona Jerry

10/11/2002

MOTION

October 10, 2002

APPROVED

DATE: 10-10-02
KMF

**North Dakota Network Co./Citizens Telecommuni-
cations Company of North Dakota, Inc.
Interconnection Agreement
Application**

Case No. PU-2783-02-476

**U.S. Link, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application**

Case No. PU-2630-02-483

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

Case No. PU-2057-02-493

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

JRL/sdh

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

**North Dakota Network Co./Citizens Telecommunications Company of North Dakota, Inc.
Interconnection Agreement
Application** **Case No. PU-2783-02-476**

**U.S. Link, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application** **Case No. PU-2630-02-483**

**McLeodUSA Telecommunications Services, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application** **Case No. PU-2057-02-493**

NOTICE OF OPPORTUNITY TO FILE WRITTEN COMMENTS

October 10, 2002

On September 9, 2002, Citizens Telecommunications Company of North Dakota, Inc. filed an application for approval of an interconnection agreement negotiated with North Dakota Network Company, Case No. PU-2283-02-476. This agreement sets forth rates, terms and conditions for interconnection and exchange of traffic.

On September 10, 2002, Qwest Corporation (Qwest) filed for approval of an amendment negotiated to its interconnection agreement with U.S. Link, Inc., of Pequot Lakes MN, Case No. PU-2630-02-483. This amendment sets forth rates, terms and conditions for unbundled dark fiber.

On September 19, 2002, Qwest filed for approval of an amendment negotiated to its interconnection agreement with McLeodUSA Telecommunications Services, Inc., Case No. PU-2057-02-493. This amendment exercises a termination clause in a previously approved amendment with certain business platform conversions and rate changes.

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

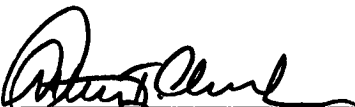
1. the agreement (or portion thereof) discriminates against a telecommunications carrier that was not a party to the agreement;
2. the implementation of the agreement (or portion thereof) is not consistent with the public interest, convenience, and necessity.

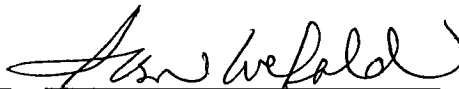
In addition, the Commission may include in its review state requirements that do not constitute barriers to entry under section 253. Section 252(e)(4) requires that the Commission must act to approve or reject an agreement adopted by negotiation within ninety (90) days after submission by the parties.

The Commission will receive written comments on these agreements until November 12, 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



Public Service Commission

State of North Dakota

COMMISSIONERS

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

Executive Secretary
Jon H. Mielke

September 9, 2002

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

Warren L Hight
North Dakota Network Co
P O Box 2027
Minot ND 58702-2027

Dear Mr. Hight:

We have received an interconnection agreement between Citizens Telecommunications Company of North Dakota, Inc. and North Dakota Network Co.

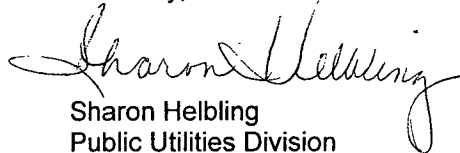
We will process the interconnection agreement, but before you can provide telecommunications services in North Dakota, you are required to apply for a Certificate of Registration for switchless local resale, and/or a Certificate of Public Convenience and Necessity for facilities-based local services.

I have enclosed an application form for registration as a reseller, an example of a facilities-based application, and all other rules and laws that apply. You are also required to apply to the North Dakota Secretary of State's office for authority to do business in North Dakota, and provide us with a copy of those papers, including an original Certificate of Good Standing. You can complete that process by calling the North Dakota Secretary of State's office at 701-328-2900.

Tariffs are required for CLECs (see N.D.C.C. 49-21-04 attached). If a local exchange reseller requires prepayments, the bond amount is \$25,000. A copy of the PSC policy relating to bonds for local exchange resellers is enclosed.

If you have any questions, please call me at 701-328-4076.

Sincerely,


Sharon Helbling
Public Utilities Division

sdh

Enclosures

c: Lance Tade (Letter Only)
Citizens

3

PU-2783-02-476

Pages: 1

Letter re application

by Public Service Commission

09/09/2002

CC: Comm Legal Ilona Jerry

4 Triad Center, Suite 200
Salt Lake City, UT 84180



September 6, 2002

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

RE: Interconnection and Traffic Interchange Agreement for Cellular and Other 2-Way Mobile Radio Services between Citizens Telecommunications Company of North Dakota, Inc., and North Dakota Network Company

Dear Mr. John Mielke:

Citizens Telecommunications Company of North Dakota ("CTC-North Dakota") hereby submits for approval by the North Dakota Public Service Commission ("Commission") the enclosed "Interconnection and Traffic Interchange Agreement for Cellular and Other 2-Way Mobile Radio Services between Citizens Telecommunications Company of North Dakota, Inc., and North Dakota Network Company" dated August 1, 2002 (the "Agreement"), which provides for North Dakota Network Company ("North Dakota Network") to interconnect with CTC-North Dakota. This Agreement was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252 (e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 ("the Act") and the requirements of North Dakota Century Code 49-21-01.7(8).

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

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

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

2 PU-2783-02-476

Pages: 2

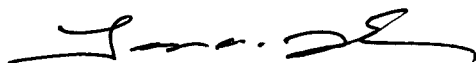
Expeditious approval of this Agreement will facilitate immediate competition in the wireless telecommunications market.

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

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

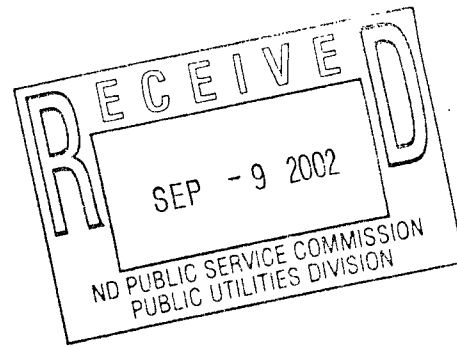
If you have any questions regarding this matter, please contact me at 801-924-6357 (voice), 801-924-6363 (fax) or ltade@czn.com (e-mail).

Sincerely,



Lance A. Tade
Manager – State Government Affairs
Citizens Communications
4 Triad Center, Suite 200
Salt Lake City, UT 84180

cc: Jenny Smith w/attachments
Kevin Saville w/o attachments



**INTERCONNECTION AND TRAFFIC*INTERCHANGE AGREEMENT
FOR CELLULAR AND OTHER 2-WAY MOBILE RADIO SERVICES**

Between

**Citizens Telecommunications Company
of North Dakota, Inc**

and

North Dakota Network Company

Dated: August 1, 2002

**INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT
CELLULAR AND OTHER 2-WAY MOBILE RADIO SERVICES**

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SERVICE ATTACHMENT - TYPE 2B

**INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT
CELLULAR AND OTHER 2-WAY MOBILE RADIO SERVICES**

THIS AGREEMENT is made this 1st day of August, 2002 by and between Citizens Telecommunications Company of North Dakota, a Delaware corporation, with offices at 180 S. Clinton, Rochester, New York 14643 (referred to as "Citizens"), and North Dakota Network Company, a North Dakota corporation, (as defined hereunder) with its office at 3615 North Broadway, Minot, ND 58702 collectively referred to as ("NDNC"). NDNC and Citizens may also be referred to herein collectively as the "Parties" and singularly as a "Party".

WITNESSETH:

Citizens is an authorized telecommunications carrier engaged in providing 2-way telecommunications service in the state of North Dakota; and

NDNC is an authorized telecommunications carrier by radio engaged in providing mobile radio telecommunications service in the state of North Dakota; and

Citizens and NDNC desire to interconnect their facilities and interchange traffic for the provision of telecommunications service pursuant to 47 U.S.C. Section 251(a) (2);

In consideration of their mutual agreements, Citizens and NDNC agree as follows:

SECTION 1. DEFINITIONS

For purposes of this Agreement, the following definitions will apply:

ACCESS TANDEM -- Citizens' switching system that provides a traffic concentration and distribution function for traffic originating from or terminating to end offices in the access area.

ACT—means the Telecommunications Act of 1996, as amended from time to time.

AUTOMATIC NUMBER IDENTIFICATION ("ANI") -- The automatic identification of the calling station.

AUTHORIZED SERVICES -- Those mobile radio services which NDNC now or hereafter provides to its end users on an interconnected basis.

CARRIER'S PREMISES -- A location designated by NDNC for the purposes of originating or terminating services provided by Citizens.

CARRIER'S SYSTEM -- The communications system of NDNC used to furnish public mobile services.

CENTRAL OFFICE PREFIX (NXX Code) -- The first three digits of the seven-digit directory number and associated block of 10,000 numbers for use in accordance with the North American Dialing Plan.

CITIZENS' SYSTEM -- The communications network of Citizens.

COMMISSION -- The Public Service Commission of North Dakota.

CONNECTING FACILITY -- A means for providing access between Citizens' end office or tandem and NDNC's Point Of Connection (POC).

DEDICATED NXX -- An NXX which NDNC has obtained from the number administrator for dedication to its exclusive use and sole administration.

END OFFICE -- The Citizens central office trunking/switching entity where telephone loops are terminated for purposes of interconnection to each other and to the network.

FCC -- The Federal Communications Commission.

LOCAL CALLING AREA -- (1) The applicable Major Trading Area ("MTA") will be used to define the local calling area for all telecommunications traffic originated on the system of NDNC and interchanged with Citizens for delivery in Citizens' exchange areas in the same MTA. (2) Citizens' local calling areas, as defined by state regulatory authorities, will be used to define the local calling area for all telecommunications traffic originated on the system of Citizens and interchanged with NDNC. These definitions of "local calling area" will not be deemed to affect the right of either Party to bill its own end-users its own charges for any such call, nor its right to reciprocal compensation, as defined in Section 51.701 of the FCC's Rules.

MAJOR TRADING AREA -- The Major Trading Area ("MTA") is defined as the local calling scope for interconnection and is based on the Rand McNally 1992 Commercial Atlas & Marketing Guide, 123rd Edition, at pages 38-39, with the exceptions contained in Section 24.202(a) of the Rules of the Federal Communications Commission.

MOBILE SWITCHING OFFICE (MSO) -- The Mobile Switching Office used by NDNC in performing originating and terminating functions for calls interchanged between NDNC's customer and the public switched network.

LAND-TO-MOBILE DIRECTION -- Calls from landline customers to NDNC's system. Also referred to as land-to-mobile.

POINT OF INTERCONNECTION (POI) -- Point of Interconnection means the physical location(s) at which the Parties' networks meet for the purpose of establishing interconnection.

SERVICE AREA -- Service Area is defined as the geographic area in which NDNC is authorized by the FCC to provide services.

SERVING END OFFICE -- The location from which NDNC designated premise would normally obtain dial tone from Citizens.

MOBILE-TO-LAND DIRECTION -- Calls from NDNC's premises to landline customers. Also referred to as mobile-to-land.

TYPE 2A INTERCONNECTION -- The connection between NDNC's System and a Citizens access tandem switch. Type 2A interconnection provides connectivity to all Citizens' end offices subtending the tandem.

TYPE 2B INTERCONNECTION -- A high-usage connection between NDNC's system and a Citizens' end office. A Type 2B interconnection is an interconnection between the Wireless MTSO and the ILEC's End Office only.

WIRELESS CARRIER -- Telecommunications common carrier authorized by FCC under FCC rules Part 22 (47 CFR Part 22), Part 24 (47 CFR Part 24), and Part 90 (47 CFR Part 90) which utilizes radio as the principal means of connecting its end-user subscribers with the Public Switched Telephone Network.

SECTION 2. INTERCONNECTION

2.1 Subject to the applicable interconnection rules and regulations, Citizens will provide to NDNC, upon request, those facilities and arrangements described herein and in the Attachments hereto to establish the physical interconnection and interchange of traffic provided for herein and such other facilities NDNC may require and request for operation of its system.

2.2 Local Calling Area traffic will be interchanged over interconnecting facilities as described herein. The types of interconnections offered under this Agreement are designated as Type 2A, and Type 2B, as defined in Section 1.

2.3 NDNC may request activation/addition of new locations under the terms and conditions of this Agreement at any time during the term by submitting a request for interconnection to Citizens' Interconnection organization. Citizens will provide an amended Service Attachment to reflect activation or addition of new locations. The Service Attachment will be signed by Citizens' authorized representative and NDNC's authorized representative, affixed to this Agreement, and thereby being made a wholly part and subject to this Agreement. To the extent that any of the Service Attachments may be inconsistent with or in conflict with this Agreement, the Agreement will prevail.

2.4 Signaling Systems and Administration

2.4.1 The Parties will, where Citizens has the capability, interconnect their networks using SS7 signaling associated with all interconnection trunk groups as defined in Telcordia GR-246 "Bell Communications Research Specification of Signaling Systems 7 (SS7) and GR-905, "Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network (ISDN) User Part (ISUP) "including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks. For glare resolution, Citizens will have priority on odd trunk group member circuit identification codes, and carrier will have priority on even trunk group member circuit identification codes, unless otherwise mutually agreed.

2.5 The terms and conditions of this Agreement will prevail over and supersede any other conflicting rates, terms and conditions contained on NDNC's purchase order for services provided under this Agreement.

2.6 At NDNC's request, Citizens and NDNC will physically interconnect their facilities at Citizens' office or another mutually agreed to POI, and interchange traffic originating and/or terminating on NDNC's System in connection with NDNC's Authorized Services; such interconnection will be in accordance with the service, operating and facility arrangements set forth hereinafter.

2.7 Sizing and Structure of Interconnection Facilities

2.7.1 The Parties will mutually agree on the appropriate sizing for facilities based on the standards set forth below. The capacity of interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties.

2.7.2 The electrical interface at Points of Interconnections (POIs) will be DS1 or DS3 as mutually agreed to by the Parties. When a DS3 interface is agreed to by the Parties, Citizens will provide any multiplexing required for DS1 facilities or trunking at their end and NDNC will provide any DS1 multiplexing required for facilities or trunking at their end. Citizens will charge DS3/DS1 multiplexing charges according to Citizens FCC #1 Tariff.

2.7.3 Citizens and NDNC will engineer all Traffic Exchange Trunks using a network loss plan conforming to ANSI T1.508-1998 and ANSI T1.508-1998 Supplement A.

2.8. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for NDNCs, or Citizens internal customer demand.

2.9 Trunk Forecasting

2.9.1 The Parties will work towards the development of joint forecasting responsibilities for traffic utilization over interconnection trunk groups covered in this contract. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties will make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the Parties to each other upon reasonable request. Citizens preference is a semi-annual forecast covering the following 24-month period.

2.10 Grade of Service

2.10.1 Each Party will provision their network to provide a P.01 grade of service.

2.10.2 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

2.10.3 Each Party will advise the other of any critical nature of the interoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party will use its best efforts to expedite the clearance of trouble.

SECTION 3. USE OF FACILITIES AND SERVICES

3.1 The interconnecting facilities will be used only for the handling of interchanged traffic originating or terminating on NDNC's System in connection with NDNC's Authorized Services. Such facilities may, however, be used for any lawful use. This Agreement is applicable only to Citizens' local serving areas, within NDNC's MTA, Citizens will not be responsible for interconnections or contracts relating to NDNC's interconnection with any other LEC.

3.2 Connecting circuits, facilities and arrangements provided pursuant to this Agreement will not be used, switched or otherwise connected together by NDNC for the provision of through calling from a landline telephone to another landline telephone or from a landline telephone to an Internet Service Provider. The only exception is when NDNC's end-user "call forwards" to a landline telephone.

3.3 Connecting circuits, facilities and arrangements provided to NDNC by Citizens will not be used knowingly for any purpose or in any manner, directly or indirectly, in violation of law or in aid of any unlawful act or undertaking.

3.4 When needed and upon request by NDNC, special construction will be undertaken in accordance with the applicable Citizens tariff or as mutually negotiated by the Parties.

3.5 Any other provision of this Agreement notwithstanding, Citizens will recognize, deliver traffic to, accept traffic from, and otherwise honor the validity of any NXX assigned to NDNC by Nuestar, a third party in accordance with 47 USC Section 251(e) (or related FCC or state number administration rules).

3.6 Network Harm

3.6.1 Neither Party will use any service related to or use any of the services provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's Customers; causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, "Network Harm"). If a Network Harm will

occur or if a Party reasonably determines that a Network Harm is imminent, such Party will, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required; provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party will:

- (a) Promptly notify the other Party of such temporary discontinuance or refusal;
- (b) Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and
- (c) Inform the other Party of its right to bring a complaint to the Commission or FCC.

3.7 Citizens and NDNC each may make reasonable tests and inspections of its facilities and may, upon notice and coordination with the other, temporarily interrupt the facilities being tested or inspected, so long as impairment or restriction of the operation of facilities is minimized. When cooperative testing is requested by either Party, such testing will be done in accordance with this Section 3

3.8 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement will not interfere with or impair service over any facilities of either Party, its Affiliates, or its connecting and concurring carriers involved in its services, cause damage to their plant, invade the privacy of any communications carried over either Party's facilities or create hazards to the employees of any of them or to the public.

3.9 NDNC will be solely responsible, at its expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of Citizens, minimum network protection criteria, operating or maintenance characteristics of the facilities.

3.10 Mobile customers of NDNC will be instructed to report all cases of trouble to NDNC. In order to facilitate trouble reporting and to coordinate the repair of service provided to NDNC by Citizens under this Agreement, "Citizens 24-Hour Repair Center" will provide 24-hour trouble reporting for NDNC.

3.10.1 Where new facilities, services and arrangements are installed, Citizens, via the NOC, will ensure that continuity has been established and that appropriate transmission measurements have been made before advising NDNC that the new circuit is ready for service.

3.10.2 Citizens will furnish a trouble reporting telephone number for the designated NOC. See Attachment 1. This number will give NDNC access to the location where its facility records are normally located and status reports on any trouble reports available. Alternative out-of-hours procedures will be established to ensure access by NDNC to a location that is staffed and has the authority to initiate corrective action. NDNC will also furnish a trouble reporting telephone number in Attachment 1.

3.10.3 Before NDNC reports a trouble condition, it will use its commercially reasonable efforts to isolate the trouble to Citizens' facilities.

3.10.4 In cases where a trouble condition adversely affects NDNC's service, Citizens will give NDNC the same priority extended to other telephone companies.

3.10.5 Citizens and NDNC will cooperate in isolating the trouble.

SECTION 4. CHARGES FOR FACILITIES AND ARRANGEMENTS

- 4.1 Reciprocal Termination Charges. This form of reciprocal termination charging is a usage-sensitive in which each party assesses the other usage-sensitive charges for the termination of traffic on each other's system. The Service Attachment to this Agreement reflects the selection by the Parties.
- 4.2 Reciprocal Transport Charges. Each Party is solely responsible for the provision of transport facilities necessary for the carriage of interchanged traffic between the Point of Interconnection and points within its own network and for all costs of delivering traffic to the Point of Interconnection; provided, however, that Citizens shall have no responsibility for delivering traffic to a Point of Interconnection located at any point outside of a Citizens local exchange area or beyond the boundary.
- 4.3 Reciprocal Termination Charges. Reciprocal Termination Charges are assessed on a per minute basis.
- 4.4 Each Party agrees to pay the other Party all undisputed charges specified on the Service Attachment within thirty (30) calendar days of the bill date as printed on the face of the bill offset by reciprocal compensation charges owed to it by said other Party. If the entire amount billed (excluding any amount disputed by a Party) is not received by the other Party in immediately available funds within thirty (30) calendar days of the bill date (as printed on the face of the bill), a late payment charge will be applied to the unpaid balance. The charge is applied to a total unpaid amount carried forward and is included in the total amount due on the bill. The rate for the late payment charge will be the same as found in Citizens FCC #1 Tariff.
- 4.5 Each Party will charge and collect from the other Party appropriate federal, state and local taxes. Where a Party notifies the other Party and provides appropriate documentation that such Party qualifies for partial or full exemption, then the billing Party will not collect such taxes from the other Party.
- 4.6 In the absence of an agreement between NDNC, Citizens and other local exchange carriers in the MTA in which NDNC's System is located, Citizens has no obligation to deliver calls in the MOBILE-TO-LAND DIRECTION to points in the MTA in which NDNC's System is located that are beyond Citizens' local exchange areas, at rates set forth in the Service Attachment(s) to this Agreement.
- 4.7 For billing purposes, measured usage begins when the terminating recording switch receives answer supervision from the called end-user and ends when the terminating recording switch receives or sends disconnect (release message) supervision, whichever occurs first.
- 4.8 Minutes of use, or fractions thereof, are accumulated over the billing period. Fractions of minutes are rounded up monthly to the nearest whole minute for total minutes for each end office for billing purposes.
- 4.9 For the purpose of this Agreement, the Parties, when the necessary facilities are deployed, agree to utilize industry standard technical arrangements enabling each Party to provide the other Party with all electronic signaling data necessary to bill terminating traffic, including but not limited to ANI.
- 4.10 When measurement capabilities are not available in a Citizens' end office or access tandem due to equipment failure, minutes of use from the prior period's billing will be used.

SECTION 5. BILLING & PAYMENTS

5.1. In consideration of the services provided by Frontier/Citizens under this Agreement, NDNC shall pay the charges set forth in this Agreement and in applicable tariffs. In consideration of the services provided by NDNC under this Agreement, Frontier/Citizens shall pay the charges set forth in this Agreement and in applicable tariffs. Invoices with charges set forth in this Agreement and in applicable tariffs shall be sent to:

To NDNC:
North Dakota Network Company
Attention: General Manager/CEO
3615 North Broadway
P.O. Box 2027
Minot, North Dakota 58702

To Frontier/Citizens:
Frontier, A Citizens Communications Company
Attention: Access Verification
14450 Burnhaven Dr.
Burnsville, MN 55306

5.2. A monthly billing statement with a consistent, regular bill date shall be prepared by both Parties and will reflect the calculation of (i) reciprocal compensation due each Party and (ii) any other tariffed or contracted service due each Party. However, if traffic terminated by either Party is de minimus, then that Party may choose not to issue a bill for reciprocal compensation for that month. De minimus traffic is defined as less than or equal to 10,000 minutes of use per month. All bills dated as set forth above will be due thirty (30) days after the bill date or by the next bill date (i.e., the same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due on the last business day preceding the Saturday, Sunday or Legal Holiday. If such bills are not received at least twenty (20) days prior to the payment due date, then the bill(s) shall be considered delayed. When a bill has been delayed, the due date will be extended by the number of days the bill was delayed, upon request of the receiving Party.

5.2.1 Parties will compensate each other on verifiable records of actual usage.

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

5.3.1. 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 Billed Party) shall within thirty (30) days of its receipt of the invoice containing such a disputed amount give written notice to the Billing Party of the amount it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Billed Party shall pay when due all undisputed amounts to the Billing Party, and shall include a copy of the dispute with the payment of the undisputed amount.

5.3.2. In the event that a billing dispute is resolved in favor of the Billed Party, any payment of the disputed amount withheld pending settlement of the dispute shall not be subject to the late payment penalty.

5.3.3. In the event that a billing dispute is resolved in favor of the Billing Party, any payments withheld pending settlement of the dispute will be subject to the late payment penalty set forth in 5.3.4 following.

5.3.4. Undisputed amounts shall be paid when due as set forth in Section 5.2 above. If any portion of the payment is received by the Billing Party in funds that are not immediately available to the Billing Party, a late payment penalty shall be due to the Billing Party. The late payment penalty shall be 1.5% per month or 18% annually, or the maximum allowed by law, whichever is less.

5.4. Both Parties shall use the Dispute Resolutions Procedures as described in Section 16.

5.5. In consideration of the services provided under this Agreement, the Parties shall pay the charges set forth in this Agreement and applicable tariffs. Any service provided, that is not identified in agreement will be governed by applicable tariffs or other agreed upon arrangements.

SECTION 6. ALLOWANCE FOR INTERRUPTIONS

6.1. When use of the facilities furnished by either Party to the other Party in accordance with this Agreement is interrupted due to trouble in such facilities and such interruption is not caused by the interrupted Party, any contractor or supplier of the interrupted Party or its customer, the interrupted Party will, upon request, be allowed a credit as follows:

6.2. The amount of credit to NDNC will be an amount equal to the pro rata monthly charge for the period during which the facility affected by the interruption is out of service.

6.3. Claims for reimbursement will be made in writing within sixty (60) calendar days of the occurrence. All credit for interruption will begin from the time of actual notice by the interrupted Party to the other Party, in accordance with Section 15 following, that an interruption of use has occurred. No credit will be allowed for an amount of less than five dollars (\$5).

6.4. A credit will not be applicable for any period during which the interrupted Party fails to afford access to the facilities furnished by the other Party for the purpose of investigating and clearing troubles.

SECTION 7. AUDIT

Either Party may, upon written notice to the other Party, conduct an audit, during normal business hours, only on the source data/documents as they may contain information bearing upon the services being provided under the terms and conditions of this Agreement. An audit may be conducted no more frequently than once per 12-month period, and only to verify the other Party's compliance with provisions of this Agreement. The notice requesting an audit must identify the date upon which it is requested to commence, the estimated duration, the materials to be reviewed, and the number of individuals who will be performing the audit. Each audit will be conducted expeditiously. Any audit is to be performed as follows: (i) following at least 45 days prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements, during ordinary business hours, and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations. Any other provision of this Section 6 notwithstanding, each Party shall have the right to audit only such data and records as are available in (or reproducible on) paper or other tangible (non-electronic) medium, and neither Party may have access to the other Party's electronic records without the other's prior written consent.

SECTION 8. TERM AND TERMINATION OF AGREEMENT

8.1. This Agreement will become effective upon the first business day following the date this Agreement has been approved by the applicable regulatory authority or authorities and will continue for a period of one (1) year unless terminated earlier under the conditions set forth in this Section. This Agreement will be automatically renewed for successive periods of one (1) year after the initial term unless either Party provides the other Party with no less than one hundred and twenty (120) day's prior, written notification of, in the case of Citizens, its intent to terminate this Agreement, or, in the case of either Party, its desire to renegotiate at the end of the initial or any successive period. During any such renegotiation, the rates, terms and conditions of this Agreement will remain in effect until the effective date of the renegotiated agreement.

8.2. The date when the facilities and arrangements furnished under this Agreement will be placed into service will be mutually agreed upon by the Parties, subject to applicable state regulatory approvals. If service is not established by such date, or in the event NDNC ceases to engage in the business of providing public land mobile radio service, either Party may terminate this Agreement on thirty (30) calendar days notice subject, however, to payment for facilities or arrangements provided or for costs incurred. Citizens will consult with NDNC prior to termination by Citizens.

8.3. This Agreement will immediately terminate upon the suspension, revocation or termination by other means of either Party's authority to provide communications services over its System.

8.4. This Agreement may be terminated at any time by either Party upon not less than forty five (45) calendar days notice, providing an opportunity to cure, to the other Party as set forth in Section 15 following, for material breach or failure to pay the other Party all undisputed charges on the dates or at the times specified in the applicable invoice for the facilities and services furnished pursuant to this Agreement.

8.5. If a dispute arises between the Parties as to the proper charges for the facilities or arrangements furnished, or any other financial arrangements, the failure to pay an amount in dispute will not constitute cause for termination of this Agreement provided that a bond or escrow account (or other security arrangement reasonably acceptable to both Parties) is made for the security of the amount in dispute. The continuation of such dispute will not be deemed cause for Citizens to refuse to furnish additional facilities or arrangements upon reasonable request of NDNC or otherwise relieve the Parties of their obligation to fully comply with the provisions hereof as to which no dispute exists, provided financial security for payment of the amount in dispute has been made as stated above. Any dispute arising as to the security arrangement under this Section 8.5 will be subject to the dispute resolution provisions of Section 17 below.

8.6. Notwithstanding any other provisions of this Agreement, this Agreement may be terminated at any time as mutually agreed by the Parties.

SECTION 9. CONFIDENTIALITY AND PUBLICITY

9.1. All proprietary or confidential information ("Proprietary Information") disclosed by either Party during the negotiations and the term of this Agreement will be protected by both Parties in accordance with the terms of this Section 8.

9.2. As used in this Agreement, the term "Proprietary Information" will mean written, recorded, machine readable or other information provided in tangible form to one Party by the other Party regarding the above referenced subject matter and which is marked proprietary or confidential with the appropriate owner corporation name, e.g., "Citizens Proprietary". Information disclosed orally will not be considered proprietary unless such information is reduced to writing by the disclosing Party and a copy is delivered to the other Party within thirty (30) business days after such oral disclosure. The writing will also state the place, date and person(s) to whom disclosure was made.

9.3. Each Party agrees that it will not disclose any Proprietary Information of the other Party in whole or in part, including derivations, to any third party for a period of three (3) years from the date of disclosure unless the Parties agree to modify this Agreement to provide for a different nondisclosure period for specific materials. Neither Party will be liable for inadvertent or accidental disclosure of Proprietary Information of the other Party provided that:

- (i) each Party uses at least the same degree of care in safeguarding such Proprietary Information as it uses for its own proprietary information of like importance and such degree of care will be reasonably calculated to prevent such inadvertent disclosure;
- (ii) it limits access to such Proprietary Information to its employees, attorneys and agents who are directly involved in the consideration of the Proprietary Information and informs its

employees and agents who have access to such Proprietary Information of its duty not to disclose; and

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

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

(i) is or becomes publicly known through no wrongful act, fault or negligence of the receiving Party; or

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

(iii) was disclosed to the receiving Party by a third party who was free of obligations of confidentiality to the disclosing Party; or

(iv) is disclosed or used by the receiving Party, not less than three (3) years following its initial disclosure or such other nondisclosure period as may be agreed in writing by the Parties; or is approved for release by written authorization of the disclosing Party; or

(v) is disclosed pursuant to a requirement or request of a governmental agency or disclosure is required by operation of law.

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

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

9.7. Except for public filings, litigation, or other administrative or judicial proceedings arising from or related to the Agreement, all publicity regarding this Agreement and its Attachments is subject to the Parties' prior written consent.

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

SECTION 10. LIABILITY AND INDEMNITY

10.1. Neither Party will be liable for any act or omission of the other Party in the furnishing of that Party's service to its customers.

10.2. To the extent not prohibited by law or tariff and except as otherwise provided in the Agreement, each Party will indemnify, defend and hold harmless the other Party from any loss, cost, claim, injury or liability brought by a person not a Party under this Agreement which is proximately caused by the negligent acts or omissions or willful misconduct of the indemnifying Party or its employees, agents or contractors in connection with the performance of this Agreement. Such indemnity only extends to the comparative

degree of negligence attributable to the indemnifying Party, as determined by state law negligence standards.

10.3. To the extent not prohibited by law or tariff, Citizens will reimburse NDNC for damages to premises or equipment of NDNC resulting from the installation or removal of facilities, services or arrangements by Citizens and/or its employees or agents on such premises if predominately caused by the sole or comparative negligence or willful misconduct of Citizens, its employees or agents.

10.4. NDNC will reimburse Citizens for damages to facilities of Citizens provided under this Agreement if caused by the negligence or willful act of NDNC or due to malfunction of any facilities or equipment provided to NDNC by an entity, other than Citizens. Citizens will cooperate with NDNC in prosecuting a claim against the person causing such damage and NDNC will be subrogated to Citizens right to recover for the damages to the extent of such payment.

10.5. Each Party will reimburse the other Party for any loss through theft of facilities provided under this Agreement on such Party's premises attributable to the reimbursing Party's actions (or to that of its agents or employees), except to the extent that such loss is due to the other Party's comparative negligence.

10.6. The Parties will cooperate with each other in the defense of any suit, claim or demand by third persons against either or both of them arising out of the connection arrangements and interchange of traffic including, without limitation, Workers Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications.

10.7. Neither Party will be required to reimburse the other for any claim or loss pursuant to this Section 10 arising out of a single incident, where the amount in controversy is less than one hundred dollars (\$100.00).

SECTION 11. INTELLECTUAL PROPERTY

11.1. Citizens and NDNC will each defend, indemnify, hold harmless the other Party and/or acquire any license or right for the benefit of the other Party, arising from any claim, demand or proceeding (hereinafter "Claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or other facilities, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Citizens or NDNC under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party. Each Party's indemnification obligation will be to the extent of infringement by the indemnifying Party

11.2. Nothing in this Agreement will be construed as the grant of a license by, or the creation of an estoppel against, Citizens, either express or implied, with respect to any patent, copyright, trademark, trade secret or any other proprietary or intellectual property right now or hereafter owned, controlled or licensable by Citizens, except to the extent necessary for NDNC to use any facilities or equipment (including software) or to receive any service provided by Citizens under this Agreement.

SECTION 12. DISCLAIMER OF WARRANTIES

12.1. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION THE PARTIES' RESPECTIVE INDEMNIFICATION OBLIGATIONS), THE PARTIES AGREE THAT CITIZENS HAS NOT MADE, AND THAT THERE EXISTS, NO WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY CARRIER OF FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED BY CITIZENS UNDER THIS AGREEMENT WILL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

12.2. CITIZENS WILL PROVIDE INTERCONNECTION TO CARRIER OF A QUALITY AND IN A DILIGENT MANNER CONSISTENT WITH SERVICE CITIZENS PROVIDES TO ITS CUSTOMERS AND OTHER INTERCONNECTORS, IN ACCORDANCE WITH APPLICABLE TECHNICAL STANDARDS FOR INTERCONNECTION SERVICES ESTABLISHED IN THE TELECOMMUNICATIONS INDUSTRY. CITIZENS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO TRANSMISSION, EQUIPMENT OR SERVICE PROVIDED HEREUNDER, AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

12.3. It is the express intent of the Parties that each Party be solely responsible for all claims of its end-users, including, without limitation, any credits or adjustments that may be issued or required to be issued to its end-users, except to the extent such claims are found to be caused by the other Party's gross negligence or willful misconduct.

12.4. Except for allowance of interruptions as set forth in Section 5, in no event will either Party be liable to the other Party for incidental, special, or consequential damages, loss of goodwill, anticipated profit, or other claims for indirect or special damages in any manner related to this Agreement or the services even if such Party was advised of the possibility of such damages, and whether or not such damages were foreseeable or not at the time this Agreement was executed.

SECTION 13. RECORD RETENTION

13.1. All data associated with the provision and receipt of Service(s) pursuant to this Agreement will be maintained for the greater of:

- (i) the retention time required by law for maintaining Federal, State, and Local tax information;
- (ii) the retention time required by law or regulation in order to substantiate or reconstruct an End-User invoice; and
- (iii) the retention time currently used by Citizens for its billing information or NDNC for its own billing information, in compliance with legal or regulatory requirements; or
- (iv) the retention time as agreed to by both Parties in writing.

13.2. Either Party will, upon reasonable request, furnish copies or otherwise make available to the other Party its licenses and other federal and, if applicable, state regulatory authorizations.

SECTION 14. AMENDMENTS; WAIVERS

14.1. This Agreement may be amended only by written agreement signed by authorized representatives of both Parties.

14.2. No waiver of any provisions of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and signed by or on behalf of the Party against whom such waiver or consent is claimed.

14.3. No course of dealing or failure of either Party to strictly enforce any term, covenant or condition of this Agreement in any one or more instances will be construed as a waiver or relinquishment of any such terms, covenants or conditions, but the same will be and will remain in full force and effect.

SECTION 15. NOTICES AND DEMANDS

15.1. All notices, demands or requests which may be given by any Party to the other Party under this Agreement (other than Trouble reports and Notice of Interruption pursuant to Sections 3 and 5 are to be in

writing (or made electronically, followed by written confirmation thereof) and will be deemed to have been duly delivered on the date delivered in person or on the date received in writing if sent via telex, telefax, e-mail or cable, or three (3) business days after the date deposited, postage prepaid, in the United States Mail via certified mail return receipt requested, or the day after delivery to an overnight courier and addressed as follows:

For NDNC.
North Dakota Network Company
3615 North Broadway
Minot, ND 58702

and to Citizens, addressed as follows:
Citizens Communications

Attn: Director - Carrier Services
180 S. Clinton
Rochester, NY 14646
Telephone: (585) 777-7124
Fax: (585) 424-1196

15.2. If personal delivery is selected as the method of giving notice under this Section, a receipt of such delivery will be obtained.

15.3. The address to which such notices, demands, requests, elections or other communications may be given by either Party may be changed by written notice given by such Party to other Party pursuant to this Section.

SECTION 16. ASSIGNMENT

Any assignment by either Party of any right, obligation or duty, in whole or in part, or of any other interest, without the written consent of the other Party will be void, except either Party may assign all or part of its rights and obligations to any legal entity which is a subsidiary or Affiliate of that Party without consent, but with written notification. For purposes of this Agreement, an "Affiliate" of a Party is any entity directly or indirectly controlling, controlled by, or under common control with said Party, and "control" means the ownership of, or the power to vote the equity securities or comparable interests of, forty percent (40%) or more the controlled entity. Such written consent to assignment to all other entities will not be unreasonably withheld or delayed. All obligations and duties of any Party under this Agreement will be binding on all successors in interest and assigns of such Party and such assignment will not waive any right or remedy available to either Party under law, regulation or this Agreement, including without limitation the right of set-off. Each Party, upon written notice to the other, may from time to time and without additional consideration add any of its future Affiliates as parties to this Agreement and the other Party shall reasonably cooperate in amending this Agreement to effect such an addition; provided, however, such addition is subject to the condition that any such added Affiliate of Citizens be an incumbent local exchange carrier and any such added Affiliate of NDNC be a Wireless NDNC.

SECTION 17. DISPUTE RESOLUTION

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

The Parties agree that in the event of a default or any other dispute arising hereunder or in connection herewith, the aggrieved Party shall first discuss the default or dispute with the other Party and seek resolution prior to taking any action before any court or regulator or before authorizing any public statement about or disclosure of the nature of the dispute to any third party. Such conferences shall if necessary be escalated to the vice presidential level for each Party. In the event that the Parties shall be unable to resolve a default or other dispute, the Parties shall then submit the matter to the PSC for non-binding mediation. If mediation by the PSC is unsuccessful, recourse may be had by either Party to the PSC, if it has jurisdiction over the breach or dispute or to an appropriate court having jurisdiction over the Parties. Each Party shall bear the cost of preparing and presenting its case through all phases of the

dispute resolution procedure herein described.

SECTION 18. ENTIRE AGREEMENT

This Agreement, including the preamble and all Attachments hereto, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof. Except as otherwise expressly provided in this Agreement, neither Party is to be bound by any pre-printed terms appearing in the other Party's form documents, tariffs, purchase orders, quotations, acknowledgments, invoices, or other instruments. All exhibits referred to in this Agreement are incorporated herein by reference.

SECTION 19. GOVERNING LAW

This Agreement will be deemed to be a contract made under and will be construed, interpreted and enforced in accordance with the Communications Act of 1934, as amended, and, to the extent federal law is inapplicable, to the laws of the State of interconnection and will be subject to the concurrent jurisdiction of the Federal Communications Commission and the courts, public service commission, and other agencies in that state.

SECTION 20. EXECUTED IN COUNTERPARTS

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

SECTION 21. HEADINGS

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

SECTION 22. FORCE MAJEURE

Neither Party will be held liable for any delay or failure in performance of any part of this Agreement from any cause reasonably beyond its control and without its fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, government regulations or orders, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, labor difficulties or strikes, power blackouts, unusually severe weather conditions, inability to secure products or services or other persons or transportation facilities, or acts or omissions of transportation common carriers (collectively referred to as "Force Majeure" conditions). The Party whose performance is impaired by such Force Majeure condition will exercise commercially reasonable efforts to mitigate the effects thereof; and neither Party has any obligation to pay for any services disrupted or not provided during the period of such Force Majeure.

SECTION 23. REGULATORY APPROVALS

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

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

Agreement, each Party agrees to continue to cooperate with each other and with any regulatory agency so that the benefits of this Agreement may be achieved.

SECTION 24. SEVERABILITY

In the event that any one or more of the provisions contained herein, is, for any reason, held to be unenforceable in any respect under law or regulation, the remainder of this Agreement will not be affected thereby and will continue in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may invoke the dispute resolution procedures of Section 17 foregoing.

SECTION 25. CONDITIONS TO INDEMNIFICATION

Upon a request for indemnification owed by either party (the "indemnifying Party") to the other (the "indemnified Party") under this Agreement, the indemnified Party shall promptly notify the indemnifying Party of any and all threats, written claims, or demands for which indemnification is sought under this Agreement. Each Party shall cooperate fully with the other, and the indemnifying Party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgment; provided further that such settlement, compromise or other resolution of such claim does not result in any liability to the indemnified Party. The indemnified Party shall have the right to retain to undertake its own defense or settlement of any such threat, claim or demand upon written notice to the indemnifying Party, whereupon the indemnifying Party's indemnification obligations with respect to such threat, claim or demand (but not with respect to any other) shall automatically be excused.

SECTION 26. NO JOINT VENTURE

Nothing herein contained shall be construed as creating a partnership or joint venture by or between the Parties.

SECTION 27. REMEDIES

Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative, nonexclusive and in addition to, but not in lieu of, any other remedies available to either Party at law, in equity, or otherwise.

SECTION 28. TIME OF ESSENCE

Time is of the essence of this Agreement.

SECTION 29. PRONOUNS

Pronouns used herein are to be construed as masculine, feminine, or neuter, and both singular and plural, as the context may require; the term "person" includes an individual, corporation, association, partnership, limited liability company, limited liability partnership, trust, and any other organization; and the term "includes" is to be construed as without limitation.

SECTION 30. FURTHER ASSURANCES

From and after the date of this Agreement, each of the Parties shall, from time to time, at the request of the other Party and without further consideration, do, execute and deliver, cause to be done, executed and delivered, all such further acts, things and instruments as may be reasonably requested or required more effectively to evidence and give effect to the transactions contemplated by this Agreement.

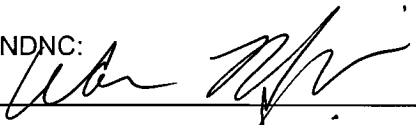
SECTION 31. MOST FAVORED NATIONS PROVISION

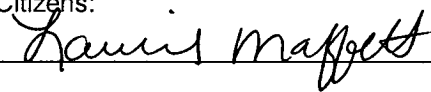
In accordance with Section 252(i) of the Act, NDNC shall be entitled to obtain from Citizens any Interconnection/Compensation arrangement provided by Citizens to any other telecommunications carriers that has been filed and approved by the Commission, for services described in such agreement, on the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

SECTION 32. REGULATORY CHANGES

Either Party may request an amendment to take into account any changes in Commission or FCC rules and requirements, including changes from judicial review of applicable regulatory decisions.

The Parties thereto have caused this Interconnection and Traffic Interchange Agreement for Cellular and Other 2-Way Mobile Radio Services to be executed in their behalf on the dates set forth below:

For NDNC:
By: 
Typed: WARREN L. HIGHT
Title: GENERAL MANAGER/CEO
Date: 8/5/02

For Citizens:
By: 
Typed: Laurie Maffett
Title: Vice President – Regulatory and Government Affairs
Date: 8/29/02

ATTACHMENT 1

CONTACT LIST

Citizens

24-HOUR REPAIR CENTER - 1-800-565-1619

NDNC

24-HOUR REPAIR CENTER – 1-701-839-2121

SERVICE ATTACHMENT - TYPE 2B

Section 1 - Description

Citizens' interconnection location: Williston, ND
Point of Interconnection (POI): WLSTNDBCDS1
NPA 701 NXX 572, 774

NDNC's interconnection location: Williston, ND OCN 5537
Point of Interconnection (POI): WLSTNDBC0MD
NPA 701 NXX 822

Legal Entities: North Dakota Network Company
Citizens Telecommunications Company of North Dakota, Inc.

Effective Date: First Business Day After State Approval

Section 2 - Usage Sensitive Charges

2.1 Charges for Reciprocal Transport and Termination of Local Traffic Interchanged Between The Parties:

Reciprocal Compensation is applicable for Transport and Termination of Local Calling Area traffic as defined in Section 1 - Definitions and is related to the exchange of traffic described in Section 2.2 of this Agreement. All other traffic is subject to access rates. All landline-to-mobile calls to NDNC's NPA/NXX rate centered in the Williston exchange from Citizens' end users in the Alexander and Williston exchanges are part of the Local Calling Area.

The rates in this Section 2 constitute compensation to the Parties for both the transport and termination of Local Calling Area traffic interchanged between them.

2.2	Mobile-to-Land per minute*	<u>\$0.0112</u>
	Land-to-Mobile per minute	<u>\$0.0112</u>
	Non-MTA**	Access rates apply

*limited in application to calls originating on NDNC's system within its Service Area and terminating at a point in a Citizens exchange area within the MTA

**applicable to mobile-to-land (terminating) calls terminating at a point in a Citizens exchange area but which did not originate on NDNC's system within Service Area

Section 3 - Network Facilities

If Citizens is requested to provide facilities between the Point of Interconnection and any NDNC facilities or locations within Citizens Service Area, such facilities will be provided pursuant to the special access services' provisions of Citizens FCC #1 Tariff, Section 7. The rates for such facilities are subject to change during the term of this Agreement. For the first 12 months of this agreement, where direct interconnection facilities are used for two-way traffic exchange between the Parties, the charges for such facilities, excluding cost of new construction, provided and billed for by Citizens shall be reduced by an agreed upon percentage representing the estimated or actual percentage of traffic exchanged between the Parties over such facilities that originate on Citizens' network by Citizens' customers. This percentage is referred to as the Traffic Factor; see Section 4 of this Attachment.

The Parties agree to review these percentages on a periodic basis and, if warranted by the actual usage, revise the percentages appropriately.

Section 4 – Traffic Factors

Mobile-to-Land Traffic Factor	70%
Land-to-Mobile Traffic Factor	30%

PX-2783-02-476

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee <i>X Larry J. Morser</i></p> <p>B. Received by (Printed Name) <i>Larry J. Morser</i></p> <p>C. Date of Delivery <i>11-22-02</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p style="text-align: center; font-size: 1.2em;">22 NOV 2002</p>
<p>1. Article Addressed to:</p> <p><i>Warren Light North Dakota National Co. PO Box 2027 Minot ND 58702-2027</i></p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label) 7001 1940 0005 3425 1903</p>	
<p>PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1035</p>	

PX-2783-02-476; PX-2430-02-483; PX-2057-02-493

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee <i>X Chad Chitt</i></p> <p>B. Received by (Printed Name) <i>Chad Chitt</i></p> <p>C. Date of Delivery <i>11-22-02</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p><i>Dan Keentz PO Box 1695 Bemarck ND 58502-1695</i></p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label) 7001 1940 0005 3425 1873</p>	
<p>PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1035</p>	

PU-02-496, 02-493, 02-493

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature <input checked="" type="checkbox"/> <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: <i>Dan Kuntz</i> <i>PO Box 1695</i> <i>Bismarck ND 58502-1695</i>	B. Received by (Printed Name) <i>Al Sely</i>	C. Date of Delivery <i>10-14-02</i>
	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label)	<i>7099 3220 0002 8482 3117</i>	
	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		

PS Form 3811, August 2001 Domestic Return Receipt 102595-01-M-2509

PU-2783-02-476

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature <input checked="" type="checkbox"/> <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: <i>Warren Light</i> <i>North Dakota Network Co</i> <i>PO Box 2027</i> <i>Minot ND 58702-2027</i>	B. Received by (Printed Name) <i>Ron ALOERMAN</i>	C. Date of Delivery <i>15 OCT 2002</i>
	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label)	<i>7099 3220 0002 8482 3148</i>	
	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		

PS Form 3811, August 2001 Domestic Return Receipt 102595-01-M-2509