



DIVIDER

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



PU-2859-03-174

**Midcontinent Communications/McLeod USA
Interconnection Agreement**

Application

Filed 4/2/2003

Closed 7/7/2003

03



Public Service Commission
Receipt of Payment

Receipt# 5513

Received: 7/28/2003 Check# 762318 for \$57.67
Subject: Utility Valuation - Previous Biennium

Docket # PU-2859-03-174

McLeodUSA
P. O. Box 3177
Cedar Rapids IA 52406-3177

12 PU-2859-03-174

Pages: 1

Receipt# 5,513 \$57.67

by McLeodUSA

07/28/2003

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

Midcontinent Communications/Qwest Corporation Interconnection Agreement Amendment Application	Case No. PU-2745-03-173
Midcontinent Communications/McLeodUSA Telecommunications Services, Inc. Interconnection Agreement Termination Application	Case No. PU-2859-03-174 ✓
U.S. Link, Inc./Qwest Corporation Interconnection Agreement Amendment Application	Case No. PU-2630-03-177
Extend America, Inc./Qwest Corporation Interconnection Agreement Application	Case No. PU-2864-03-183
McLeod Telecommunications Services, Inc./Qwest Corporation Interconnection Agreement Amendment Application	Case No. PU-2057-03-195
McLeod Telecommunications Services, Inc./Qwest Corporation Interconnection Agreement Amendment Application	Case No. PU-2057-03-202
McLeod Telecommunications Services, Inc./Qwest Corporation Interconnection Agreement Amendment Application	Case No. PU-2057-03-205
Commnet Wireless Inc./Qwest Corporation Interconnection Agreement Application	Case No. PU-2867-03-212

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 **3rd day of July, 2003**, she deposited in the United States Mail, Bismarck, North Dakota **seven** 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. 7002 2030 0003 7647 8726

Julia Redman-Carter
McLeodUSA Technology Park
6400 C St
Cedar Rapids IA 52406-3177
Cert. No. 7002 2030 0003 7647 8740

Chere Heintzmann
Extend America Inc
222 S 12th St
Bismarck ND 58504
Cert. No. 7002 2030 0003 7647 8764

David Ococello
Commnet Wireless Inc
16 W 127 83rd St
Burr Ridge IL 60521
Cert. No. 7002 2410 0003 4912 3020

Tom Simmons
Midcontinent Communications
5001 West 41st St
Sioux Falls SD 57106
Cert. No. 7002 2030 0003 7647 8733

Jennifer Arnold
U S Link Inc
30925 2nd St
Pequot Lakes MN 56472
Cert. No. 7002 2030 0003 7647 8757

Lauraine Harding
McLeodUSA
6400 C St SW
Cedar Rapids IA 52406-3177
Cert. No. 7002 2030 0003 7647 8771

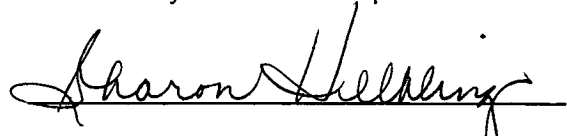
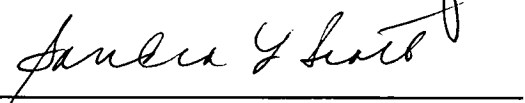
Sharon Helbling further deposes and says that on the **3rd day of July, 2003**, she deposited in the United States Mail, Bismarck, North Dakota, **two** envelopes by regular mail, with postage fully prepaid, securely sealed, each containing a photocopy of the same.

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

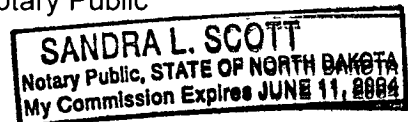
Each address shown is the respective addressee's last reasonably ascertainable post office address.

Subscribed and sworn to before me
this **3rd day of July, 2003**.

Notary Public

SEAL



APPROVED

DATE: 7-2-03
KMF

MOTION

July 2, 2003

**Midcontinent Communications/Qwest Corporation
Interconnection Agreement Amendment
Application**

Case No. PU-2745-03-173

**Midcontinent Communications/McLeodUSA
Telecommunications Services, Inc.
Interconnection Agreement Termination
Application**

Case No. PU-2859-03-174

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

Case No. PU-2630-03-177

**Extend America, Inc./Qwest Corporation
Interconnection Agreement
Application**

Case No. PU-2864-03-183

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

Case No. PU-2057-03-195

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

Case No. PU-2057-03-202

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

Case No. PU-2057-03-205

**Commnet Wireless Inc./Qwest Corporation
Interconnection Agreement
Application**

Case No. PU-2867-03-212

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

JRL/sdh

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

**Midcontinent Communications/Qwest Corporation
Interconnection Agreement Amendment
Application** **Case No. PU-2745-03-173**

**Midcontinent Communications/McLeodUSA
Telecommunications Services, Inc.
Interconnection Agreement Termination
Application** **Case No. PU-2859-03-174**

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**McLeodUSA Telecommunications Services,
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Application** **Case No. PU-2057-03-195**

**McLeodUSA Telecommunications Services,
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Interconnection Agreement Amendment
Application** **Case No. PU-2057-03-202**

**McLeodUSA Telecommunications Services,
Inc./Qwest Corporation
Interconnection Agreement Amendment
Application** **Case No. PU-2057-03-205**

**Commnet Wireless Inc./Qwest Corporation
Interconnection Agreement
Application** **Case No. PU-2867-03-212**

ORDER

July 2, 2003

On April 2, 2003, Qwest Corporation (Qwest) filed an application for approval of an amendment negotiated to its interconnection agreement with Midcontinent

Communications of Sioux Falls, SD, Case No. PU-2745-03-173. This amendment adds rates, terms and conditions for an expedited procurement process.

Also on April 2, 2003 McLeodUSA Telecommunications Services, Inc. (McLeodUSA) of Cedar Rapids, IA filed for approval of an interconnection agreement negotiated with Midcontinent Communications Investor LLC, managing partner of Midcontinent Communications and McLeodUSA, Case No. PU-2859-03-174. This agreement sets forth rates, responsibilities and types of traffic to be exchanged between the parties.

On April 7, 2003, Qwest filed for approval of an amendment to its interconnection agreement with U.S. Link, Inc. of Pequot Lakes, MN, Case No. PU-2630-03-177. This amendment reflects CC Docket 99-68, Intercarrier Compensation for ISP-Bound Traffic.

On April 10, 2003, Qwest filed for approval of a Type 2 Wireless interconnection agreement negotiated with Extend America, Inc., of Bismarck, ND, Case No. PU-2864-03-183. This agreement adopts a previously approved agreement between Qwest and Sprint Spectrum L.P.

On April 15, 2003, Qwest filed for approval of an amendment negotiated to its interconnection agreement with McLeodUSA, Case No. PU-2057-03-195. This amendment adds terms and conditions for Qwest's performance assurance plan.

On April 22, 2003, Qwest filed for approval of an amendment negotiated to its interconnection agreement with McLeodUSA, Case No. PU-2057-03-202. This amendment adds rates, terms and conditions for UNE Combinations.

On April 24, 2003, Qwest filed for approval of an amendment negotiated to its interconnection agreement with McLeodUSA, Case No. PU-2057-03-205. This amendment adds rates, terms and conditions for Collocation Available Inventory.

On April 25, 2003, Qwest filed for approval of a Type 2 Wireless interconnection agreement negotiated with Commnet Wireless, Inc. of Englewood, CO, Case No. PU-2867-03-212. This agreement sets forth rates, terms and conditions for network interconnection, unbundled network elements and ancillary services.

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 May 7, 2003, the Commission issued a Notice of Opportunity to File Written Comments, which provided that the Commission would receive comments on the agreements until June 11, 2003. 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



Susan E. Wefald
Commissioner



Tony Clark
President



Leo M. Reinbold
Commissioner



Public Service Commission
Receipt of Payment

Receipt# 5470

Received: 7/2/2003 Check# 695069 for \$57.68
Subject: Utility Valuation

Docket # PU-2859-03-174

Midcontinent Communications
410 So. Phillips Ave.
Sioux Falls SD 57104-6824

APPROVED

DATE: 6-18-03
KMF

MOTION

June 18, 2003

Midcontinent Communications/McLeodUSA
Telecommunications Services, Inc.
Interconnection Agreement
Application

Case No. PU-2859-03-174

I move the Commission bill Midcontinent Communications and
McLeodUSA for costs incurred to date in Case No. PU-2859-03-174,
Midcontinent Communications/McLeodUSA Telecommunications Services, Inc.,
Interconnection Agreement, Application.



Public Service Commission

State of North Dakota

COMMISSIONERS

Tony Clark, President
Leo M. Reinbold
Susan E. Wefald

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

June 18, 2003

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

Julia Redman-Carter
McLeodUSA Technology Park
6400 C St
Cedar Rapids IA 52406-3177

RE: Case No. PU-2859-03-174
Midcontinent Communications/
McLeodUSA Telecommunications Services, Inc.
Interconnection Agreement
Application

Enclosed is a copy of the statement approved at the June 18, 2003 Public Service Commission meeting for the expenses incurred to date in Case No. PU-2859-03-174.

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

June 18, 2003

Midcontinent Communications/McLeodUSA
Telecommunications Services, Inc.
Interconnection Agreement
Application

Case No. PU-2859-03-174

Bill To:

Midcontinent Communications	\$57.68
McLeodUSA	\$57.67

Expenses Incurred to Date:

Advertising Costs	\$115.35
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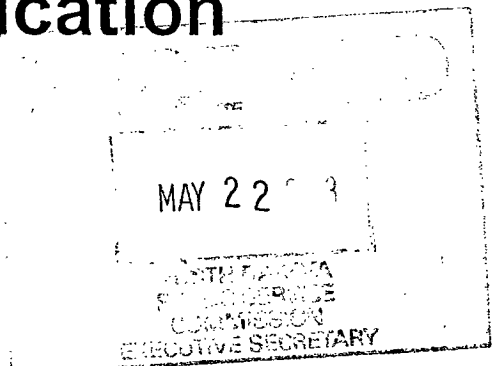
Send Payment and a Copy of this Statement To:

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

Federal Tax ID 45-0309764

Affidavit of Publication

State of North Dakota)
County of Burleigh)



Colleen Park

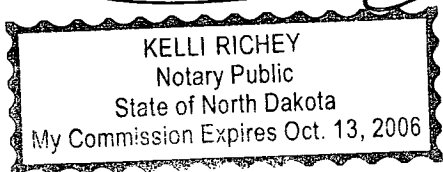
, being duly sworn, state as follows:

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:
PSC - Midcontinent → Commnet, PSC, 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: Colleen Park

Subscribed and sworn to before me this 21st day of May A.D. 2003.

Kelli Richey



6 PU-2057-03-195 Pages: 1
6 PU-2057-03-202 Pages: 1
6 PU-2057-03-205 Pages: 1
7 PU-2867-03-212 Pages: 1

6 PU-2745-03-173 Pages: 1
✓ 6 PU-2859-03-174 Pages: 1
6 PU-2630-03-177 Pages: 1
8 PU-2864-03-183 Pages: 1

Affidavit of Publication

by North Dakota Advertising Service, Inc.

05/22/2003

CC: Comm Legal Ilona Jerry.

Affidavit of Publication

by North Dakota Advertising Service, Inc.

05/22/2003

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 **17550-03053PP0**

Invoice # **17187**

May 21, 2003

Attn: **JONH. MIELKE**
PUBLIC SERVICE COMMISSION
600 E. BOULEVARD AVE.
STATE CAPITOL
BISMARCK, ND 58505
 Voice: 701-328-4076

Advertiser: **Public Service Commission**

P.O.#:

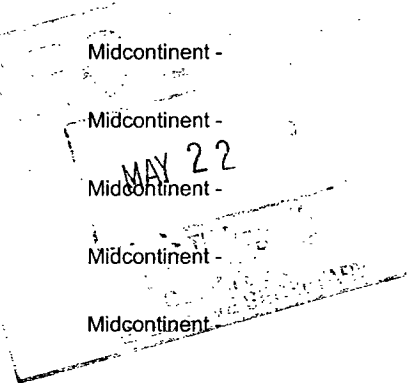
Amount Due **\$922.87**

Amount Paid

Please detach and return this portion with your payment

Public Service Commission Invoice # 17550-03053PP0-17187

Ad Size	Rate Type	Rate	Total	Discount (%)	Caption	Page	Run Date
Bismarck Tribune (Bismarck ND)							
141.00	SPR2	0.64	90.24	0.00	Midcontinent -		05/12/03
Devils Lake Daily Journal (Devils Lake ND)							
142.00	SPR2	0.63	89.46	0.00	Midcontinent -		05/12/03
Dickinson Press (Dickinson ND)							
158.00	SPR2	0.57	90.06	0.00	Midcontinent -		05/13/03
Fargo, The Forum (Fargo ND)							
128.00	SPR2	0.71	90.88	0.00	Midcontinent -		05/19/03
Grand Forks Herald (Grand Forks ND)							
132.00	SPR2	0.69	91.08	0.00	Midcontinent -		05/10/03
Jamestown Sun (Jamestown ND)							
155.00	SPR2	0.54	83.70	0.00	Midcontinent -		05/12/03
Minot Daily News (Minot ND)							
222.00	SPR2	0.54	119.88	0.00	Midcontinent -		05/12/03
Valley City Times-Record (Valley City ND)							
148.00	SPR3	0.61	90.28	0.00	Midcontinent -		05/12/03
Wahpeton Daily News (Wahpeton ND)							
158.00	SPR2	0.57	90.06	0.00	Midcontinent -		05/13/03
Williston Herald (Williston ND)							
143.00	SPR2	0.61	87.23	0.00	Midcontinent -		05/12/03



Gross Advertising	922.87	Total Misc	0.00	Amount Paid	0.00
Agency Discount		Tax	0.00	Adjustments	0.00
Other Discount	0.00	Total Billed	922.87	Payment Date	
Service Charge	0.00	Unbilled	0.00	Balance Due	922.87

- 6 **PU-2745-03-173** Pages: 1
- 6 **PU-2859-03-174** Pages: 1
- 6 **PU-2630-03-177** Pages: 1
- 8 **PU-2864-03-183** Pages: 1

- 6 **PU-2057-03-195** Pages: 1
- 6 **PU-2057-03-202** Pages: 1
- 6 **PU-2057-03-205** Pages: 1
- 7 **PU-2867-03-212** Pages: 1

Affidavit of Publication

Affidavit of Publication

by North Dakota Advertising Service, Inc.

by North Dakota Advertising Service, Inc.

05/22/2003

05/22/2003

CC: Comm Legal Illona Jerry.

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

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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 **9th day of May, 2003**, she deposited in the United States Mail, Bismarck, North Dakota **seven** envelopes with certified

5	PU-2859-03-174	Pages. 16
Affidavit of Service		
by Public Service Commission		
05/09/2003	CC: Comm Legal Illona Jerry	

postage, return receipt requested, fully prepaid, securely sealed and each containing a photocopy of:

Notice of Opportunity to File Written Comments

The envelopes were addressed as follows:

Dan Kuntz
P O Box 1695
Bismarck ND 58502-1695

Cert. No. 7001 1940 0005 3425 5680

Tom Simmons
Midcontinent Communications
5001 West 41st St
Sioux Falls SD 57106
Cert. No. 7001 1940 0005 3425 5697

Julia Redman-Carter
McLeodUSA Technology Park
6400 C St
Cedar Rapids IA 52406-3177
Cert. No. 7001 1940 0005 3425 5703

Jennifer Arnold
U S Link Inc
30925 2nd St
Pequot Lakes MN 56472
Cert. No. 7001 1940 0005 3425 5710

Chere Heintzmann
Extend America Inc
222 S 12th St
Bismarck ND 58504
Cert. No. 7001 1940 0005 3425 5727

Lauraine Harding
McLeodUSA
6400 C St SW
Cedar Rapids IA 52406-3177
Cert. No. 7001 1940 0005 3425 5772

David Ococello
Commnet Wireless Inc
16 W 127 83rd St
Burr Ridge IL 60521
Cert. No. 7001 1940 0005 3425 5857

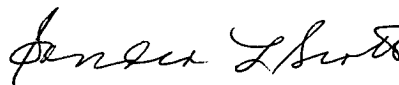
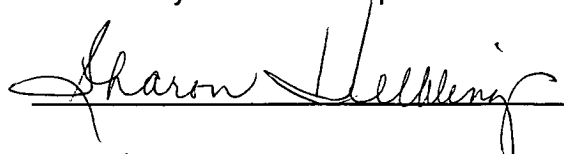
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Scott Macintosh
Qwest Corporation
P O Box 5508
Bismarck ND 58502-5508

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

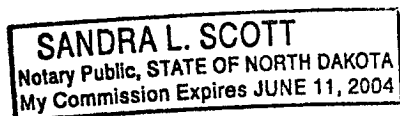
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Subscribed and sworn to before me
this **9th day of May, 2003**.



Notary Public

SEAL



**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

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Interconnection Agreement Amendment
Application** **Case No. PU-2745-03-173**

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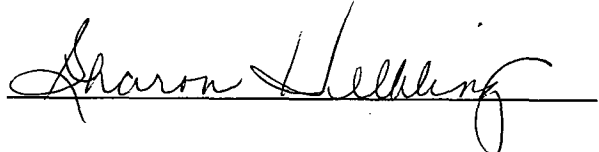
Notice of Opportunity to File Written Comments

To:

See Attached List

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

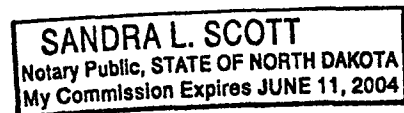
Subscribed and sworn to before me
this **9th day of May, 2003**.





Notary Public

SEAL



mariep@telcogroupinc.com
Marie Pierre-Paul

wbrudvik@ohnstadlaw.com
William Brudvik

donlee@martin-associates.com
Don Lee

jlchapman@acomminc.com
Jerry Chapman
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Minneapolis MN 55403-0343

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Janet Browne
AT&T
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Denver CO 80202

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

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Steele ND 58482-0230

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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

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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

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

dbachman@ideaone.com
Darrel Bachman
IdeaOne Telecom
3239 39th St SW
Fargo ND 58104

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

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

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
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601 S Harbour Island Blvd Ste 220
Tampa FL 33602-5925

Helbling, Sharon D.

From: Helbling, Sharon D.
Sent: Wednesday, May 07, 2003 11:56 AM
To: ndna (E-mail)
Subject: Attached 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 701-328-4076.

Thank you.

**Sharon Helbling
Public Utilities Division**

APPROVED

DATE: 5-7-03
KMF

MOTION

May 7, 2003

**Midcontinent Communications/Qwest Corporation
Interconnection Agreement Amendment
Application**

Case No. PU-2745-03-173

**Midcontinent Communications/McLeodUSA
Telecommunications Services, Inc.
Interconnection Agreement Termination
Application**

Case No. PU-2859-03-174

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

Case No. PU-2630-03-177

**Extend America, Inc./Qwest Corporation
Interconnection Agreement
Application**

Case No. PU-2864-03-183

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

Case No. PU-2057-03-195

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

Case No. PU-2057-03-202

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

Case No. PU-2057-03-205

**Commnet Wireless Inc./Qwest Corporation
Interconnection Agreement
Application**

Case No. PU-2867-03-212

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**

**Midcontinent Communications/Qwest Corporation
Interconnection Agreement Amendment
Application** **Case No. PU-2745-03-173**

**Midcontinent Communications/McLeodUSA
Telecommunications Services, Inc.
Interconnection Agreement Termination
Application** **Case No. PU-2859-03-174**

**U.S. Link, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application** **Case No. PU-2630-03-177**

**Extend America, Inc./Qwest Corporation
Interconnection Agreement
Application** **Case No. PU-2864-03-183**

**McLeodUSA Telecommunications Services,
Inc./Qwest Corporation
Interconnection Agreement Amendment
Application** **Case No. PU-2057-03-195**

**McLeodUSA Telecommunications Services,
Inc./Qwest Corporation
Interconnection Agreement Amendment
Application** **Case No. PU-2057-03-202**

**McLeodUSA Telecommunications Services,
Inc./Qwest Corporation
Interconnection Agreement Amendment
Application** **Case No. PU-2057-03-205**

**Commnet Wireless Inc./Qwest Corporation
Interconnection Agreement
Application** **Case No. PU-2867-03-212**

NOTICE OF OPPORTUNITY TO FILE WRITTEN COMMENTS

May 7, 2003

On April 2, 2003, Qwest Corporation (Qwest) filed an application for approval of an amendment negotiated to its interconnection agreement with Midcontinent

2

PU-2859-03-174

Pages: 3

Notice of Opportunity to File Written
Comments
by Public Service Commission

05/07/2003

CC: Comm Legal Illona Jerry .

Communications of Sioux Falls, SD, Case No. PU-2745-03-173. This amendment adds rates, terms and conditions for an expedited procurement process.

Also on April 2, 2003 McLeodUSA Telecommunications Services, Inc. (McLeodUSA) of Cedar Rapids, IA filed for approval of an interconnection agreement negotiated with Midcontinent Communications Investor LLC, managing partner of Midcontinent Communications and McLeodUSA, Case No. PU-2859-03-174. This agreement sets forth rates, responsibilities and types of traffic to be exchanged between the parties.

On April 7, 2003, Qwest filed for approval of an amendment to its interconnection agreement with U.S. Link, Inc. of Pequot Lakes, MN, Case No. PU-2630-03-177. This amendment reflects CC Docket 99-68, Intercarrier Compensation for ISP-Bound Traffic.

On April 10, 2003, Qwest filed for approval of a Type 2 Wireless interconnection agreement negotiated with Extend America, Inc., of Bismarck, ND, Case No. PU-2864-03-183. This agreement adopts a previously approved agreement between Qwest and Sprint Spectrum L.P.

On April 15, 2003, Qwest filed for approval of an amendment negotiated to its interconnection agreement with McLeodUSA, Case No. PU-2057-03-195. This amendment adds terms and conditions for Qwest's performance assurance plan.

On April 22, 2003, Qwest filed for approval of an amendment negotiated to its interconnection agreement with McLeodUSA, Case No. PU-2057-03-202. This amendment adds rates, terms and conditions for UNE Combinations.

On April 24, 2003, Qwest filed for approval of an amendment negotiated to its interconnection agreement with McLeodUSA, Case No. PU-2057-03-205. This amendment adds rates, terms and conditions for Collocation Available Inventory.

On April 25, 2003, Qwest filed for approval of a Type 2 Wireless interconnection agreement negotiated with Commnet Wireless, Inc. of Englewood, CO, Case No. PU-2867-03-212. This agreement sets forth rates, terms and conditions for network interconnection, unbundled network elements and ancillary services.

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 June 11, 2003.

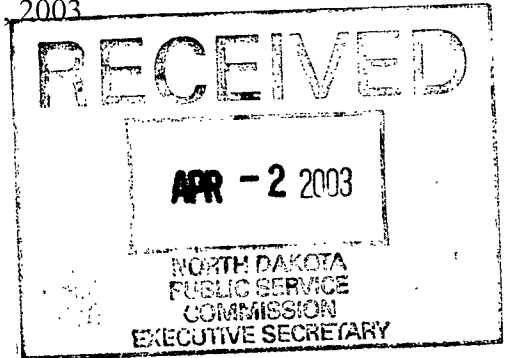
For more information contact the Public Service Commission, State Capitol, Bismarck, North Dakota 58505, 701-328-2400; or Relay North Dakota 1-800-366-6888 TTY. If you require any auxiliary aids or services, such as readers, signers, or Braille materials please notify Jon Mielke, Executive Secretary.

PUBLIC SERVICE COMMISSION

ABSENT		
_____ Susan E. Wefald Commissioner	_____ Tony Clark President	_____ Leo M. Reinbold Commissioner



April 1, 2003



Mr. Jon Mielke
Executive Director
North Dakota Public Service Commission
Department 408,
600 E. Blvd Ave.,
Bismarck, North Dakota 58505-0480

Re: Requesting approval of an Interconnection Agreement between Midcontinent Communications Investor LLC, Managing Partner of Midcontinent Communications and McLeodUSA Telecommunications Services, Inc.

Dear Mr. Mielke,

Enclosed are an original and seven (7) copies of the executed Interconnection Agreement. McLeodUSA Telecommunications Services, Inc. ("McLeodUSA") respectfully requests approval of the attached Interconnection Agreement between two Competitive Local Exchange Companies ("CLEC"), Midcontinent Communications Investor LLC, Managing Partner of Midcontinent Communications ("Midcontinent") and McLeodUSA.

This is an interconnection agreement between two Competitive Local Exchange Carriers ("CLEC"). This agreement addresses the type of traffic and rates to be exchanged between the Parties, and the responsibilities of the Parties regarding billing, payment and interconnection.

The notification costs should be sent to: McLeodUSA, c/o Julia Redman-Carter, McLeodUSA Technology Park, 6400 C Street, P.O. Box 3177, Cedar Rapids, Iowa, 52406-3177.

Please file stamp the extra copy of this letter and return it in the enclosed self-addressed envelope. If you have any questions, please do not hesitate to contact me at (319) 790-2250.

Truly yours,

Julia Redman-Carter
Manager

Enclosure

Cc: Mary Lohnes (letter only)

1

PU-2859-03-174

Pages: 16

Interconnection Agreement application

by Midcontinent Communications/McLeod USA

04/02/2003

CC: Comm Legal Ilona Jerry

INTERCONNECTION AGREEMENT

between

MCLEODUSA TELECOMMUNICATIONS SERVICES, INC.

and

MIDCONTINENT COMMUNICATIONS

for

NORTH DAKOTA

INTERCONNECTION AGREEMENT

This Interconnection Agreement, made as of the 25th day of MARCH, 2003, is between McLeodUSA Telecommunications Services, Inc. ("McLeodUSA") and Midcontinent Communications ("Midcontinent").

I. RECITALS

Pursuant to this Interconnection Agreement ("Agreement"), McLeodUSA and Midcontinent (collectively, "the Parties") will interconnect their networks to one another within the Midcontinent service areas. This Agreement includes terms, conditions for such network interconnection.

II. SCOPE OF AGREEMENT

- A. This Agreement sets forth the terms, conditions and prices under which the parties agree to provide interconnection and the exchange of local and long distance toll traffic between Midcontinent and McLeodUSA in the co-served service areas. The Agreement includes all accompanying appendices.
- B. In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be unreasonably delayed, withheld or conditioned.

III. DEFINITIONS

- A. "Act" means the Communications Act of 1934 (47 U.S.C. § 151, et. seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted judicially and in the duly authorized rules and regulations of the FCC or the Commission within its state of jurisdiction.
- B. "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through a network identifying the calling party.
- C. "Commission" means the North Dakota Public Service Commission.
- D. "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call. The CCS used by the Parties shall be Signaling System 7.

- E. "Interconnection" is as described in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of telecommunications traffic.
- F. "LIS" is defined as local interconnection services. Only LIS circuits may be used to route Local Traffic (including EAS Traffic) between the Parties. No long distance toll traffic may be routed over LIS circuits.
- G. "Local Traffic" means traffic that is originated by an end user of one Party in an exchange and terminates to an end user of the other Party in the same exchange, or in the local calling area of the exchange in which the caller is located (known as EAS Traffic).
- H. "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.
- I. "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number.
- J. "Party" means either Midcontinent or McLeodUSA and "Parties" means Midcontinent and McLeodUSA.
- K. "Point of Interface" or "POI" is a mutually agreed upon point of demarcation where the exchange of traffic between Midcontinent and McLeodUSA takes place.
- L. "Telecommunications Carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in Section 226 of the Act).
- M. "Transit Traffic" is traffic that, for purposes of this Agreement only, neither originates nor terminates with the party providing the transit service. Transit traffic does not include switched access traffic, which shall be provided pursuant to each party's access tariffs pursuant to the rates and terms thereof.
- N. Terms not otherwise defined here, but defined in the Act or in regulations implementing the Act, shall have the meaning defined there.

IV. RECIPROCAL TRAFFIC EXCHANGE

A. Scope

Reciprocal traffic exchange addresses the exchange of local traffic, IntraLATA or InterLATA toll traffic and Transit Traffic between McLeodUSA end users and Midcontinent end users.

B. Types of Traffic

1. The types of traffic to be exchanged under this Agreement are limited to Local Traffic, IntraLATA or InterLATA toll traffic and Transit Traffic as described above.
2. The traffic not covered by this Agreement includes all other traffic, and certain ancillary traffic such as:
 - a. Directory Assistance (unless under separate agreement)
 - b. Operator call termination (unless under separate agreement)
 - c. 800/888 database dip
 - d. LIDB
 - e. Information services requiring special billing (unless under separate agreement)
 - f. Wireless traffic terminating on either Party's network from a Commercial Mobile Radio Service provider.

C. Ordering

1. When ordering LIS, the ordering Party shall specify on the service order the number of two-way LIS trunks to be interconnected at the POI. LIS trunks may only be used for the routing of Local Traffic.
2. A joint planning meeting will precede McLeodUSA and Midcontinent trunking orders.
3. Due dates for installation of facilities will be determined on an individual case basis.
4. The provisions of Section V.B. will apply.

V. INTERCONNECTION

A. Definition

"Interconnection" is the linking of the Midcontinent and McLeodUSA networks for the mutual exchange of traffic. Interconnection does not include the transport and termination of traffic.

B. Physical Point of Interface (POI)

Each Party is responsible for providing its own facilities, including the cost of those facilities, up to the actual physical POI. The Parties will negotiate the facilities arrangement between their networks and the physical POI.

C. Interconnection Forecasting

1. The Parties agree to meet within thirty (30) days of the approval of the Agreement by the Commission (if submitted) and discuss the use of Common Language Location Identifier (CLLI-MSG), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;
2. Each Party shall provide the name of the person to contact for planning, forecasting and trunk servicing purposes.

D. Service Interruptions

1. 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: 1) 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; 2) cause damage to their plant; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service."
2. To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a Trouble Reporting Control Office (TRCO) for such service. Each Party shall provide a method for receiving trouble reports on a 24-hour basis. A mechanized recording process that is reviewed during normal business hours shall satisfy this requirement.
3. Each Party shall furnish a trouble reporting telephone number.

4. Before either Party reports a trouble condition, they shall use their best efforts to be sure that the trouble is not caused by its own facilities.
 - a. In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to other interconnecting carriers.
 - b. The Parties shall cooperate in isolating trouble conditions.

VI. DIALING PARITY

The Parties shall provide Dialing Parity to each other as required under Section 251(b)(3) of the Act.

VII. NOTICE OF CHANGES

If a Party makes a change in its network that it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide advance notice of such change to the other Party.

VIII. MISCELLANEOUS TERMS

A. General Provisions

1. Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with the other Party's network and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under this Agreement.
2. Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's customers, and each Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice of such violation, if practicable, at the earliest practicable time.
3. Each Party is solely responsible for the services it provides to its customers and to other Telecommunications Carriers.

4. The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

B. Term of Agreement

This Agreement shall become effective on the latter of Commission approval pursuant to Sections 251 and 252 of the Act or April 1, 2003; but the Parties may agree to implement the provisions of this Agreement immediately. The end of the initial term of this Agreement shall be March 31, 2004. The Agreement shall automatically renew for one-year terms unless written notice terminating the Agreement is provided no later than six months before the end of the then-current term. This Agreement shall remain in effect until replaced by another Agreement.

C. Billing and Payment

1. Exchange Service (EAS/Local) Traffic

a. End Office Call Termination

- i. The Parties agree that, end office call termination compensation for Exchange Service (EAS/Local) traffic shall be based upon the bill and keep compensation mechanism, whereby neither Party charges the other Party reciprocal compensation for the termination of EAS/Local traffic originated by the other Party.
- ii. Neither Party shall be responsible to the other for call termination charges associated with third party traffic that transits such Party's network.

b. Tandem Switched Transport

For traffic delivered through tandem switch or a switch serving an equivalent geographic area as a tandem switch, as defined by the FCC, the Parties agree that the tandem switched transport functions for Exchange Service (EAS/Local) non-transit traffic shall be compensated based upon the bill and keep compensation mechanism.

2. Bill and Keep for ISP Bound Traffic:

- a. The Parties agree that ISP-bound traffic is governed by the FCC's Order on Remand and Report and Order (Intercarrier Compensation for ISP-bound Traffic) CC Docket 01-131 (FCC ISP Order), effective June 14, 2001. The Parties

agree to exchange ISP-bound traffic utilizing the bill and keep compensation mechanism. Bill and keep will apply to both end office call termination and tandem switched transport of ISP-bound traffic.

3. Transit Traffic

a. Local Transit Traffic:

The Parties agree that, the local transit traffic shall be based upon the bill and keep compensation mechanism, whereby neither Party charges the other Party reciprocal compensation for local transit traffic. Local Transit Traffic will be handled consistent with EAS/Local Traffic. (See VIII.C.1 of this agreement.)

b. Toll Transit Traffic:

The Parties agree that, the Toll Transit Traffic shall be provided pursuant to each party's access tariffs pursuant to the rates and terms thereof.

4. Toll Traffic

Toll Access Services will be provided pursuant to the party's access tariffs

D. Taxes

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

E. Force Majeure

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts,

volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). In the event of a labor dispute or strike, the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

F. Limitation of Liability

1. Each Party shall be liable to the other for direct damages for any loss, defect or equipment failure resulting from the causing Party's conduct or the conduct of its agents or contractors in performing the obligations contained in this Agreement.
2. Neither Party shall be liable to the other under this Agreement for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result.
3. Nothing contained in this Section shall limit either Party's liability to the other for willful or intentional misconduct.
4. Nothing contained in this Section shall limit either Party's obligations of indemnification as specified in the Indemnity Section of this Agreement.

G. Warranties

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

H. Assignment

Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party provided that each Party may assign this Agreement to a corporate affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such

assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

I. Severability

In the event that any one or more of the provisions contained herein shall for any reason be determined to be unenforceable or in conflict with state or federal law in any respect, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may seek regulatory intervention, including negotiations pursuant to Sections 251 and 252 of the Act.

J. Nondisclosure

All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data furnished by one Party to the other Party shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information.

K. Survival

The Parties' obligations under this Agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, including the provisions of Section VIII (J), shall survive the termination or expiration of this Agreement.

L. Dispute Resolution

If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents ("Dispute") cannot be settled through negotiation, it shall be resolved by arbitration conducted by a single arbitrator engaged in the practice of law, under the then current rules of the American Arbitration Association ("AAA"), or in the alternative pursuant to the jurisdiction of the appropriate regulatory agency. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all Disputes. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration shall occur in Cedar Rapids, Iowa. Nothing in this Section shall be construed to waive

or limit either Party's right to seek relief from the Commission or the Federal Communications Commission as provided by state or federal law.

No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than two (2) years after the cause of action accrues.

M. Controlling Law

This Agreement was negotiated by the Parties in accordance with the terms of the Act and the laws of North Dakota. It shall be interpreted solely in accordance with the terms of the Act and the applicable Iowa law.

N. Joint Work Product

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

O. Notices

Any notices required by or concerning this Agreement shall be sent to the Parties at the addresses shown below:

Midcontinent Communications
Mary Lohnes
410 S. Phillips
Sioux Falls, SD 57104

McLeodUSA Telecommunication Services, Inc.
Legal Department
6400 C St SW PO BOX 3177
Cedar Rapids, IA52406

Each Party shall inform the other of any changes in the above addresses.

P. Responsibility of Each Party

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing matters. Each Party will be solely responsible

for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at work locations or, (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the work locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

Q. No Third Party Beneficiaries

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

R. Referenced Documents

All references to Sections and Appendixes shall be deemed to be references to Sections of, and Appendixes to, this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement refers to a technical reference, technical publication, McLeodUSA practice, Midcontinent practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, McLeodUSA practice, Midcontinent practice, or publication of industry standards (unless McLeodUSA elects otherwise). Should there be any inconsistency between or among publications or standards, the Parties will discuss any inconsistencies and reach agreement.

S. Publicity and Advertising

Neither Party shall publish or use any advertising, sales promotions or other publicity materials that use the other Party's logo, trademarks or Marks without the prior written approval of the other Party.

T. Amendment

McLeodUSA and Midcontinent may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives of this Agreement, the Parties agree to work cooperatively, promptly and in good faith to negotiate and implement any such additions, changes and corrections to this Agreement which are needed to provide resold services, Points of Interface and reciprocal compensation.

U. Executed in Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

V. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

W. Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC and shall, at all times, be subject to review by the Commission or the FCC. In the event any such review rejects any portion of this Agreement, renders it inoperable or creates any ambiguity of requirement for further amendment, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification.

X. Compliance

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

Y. Compliance with the Communications Law Enforcement Act of 1994 ("CALEA")

Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided

to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

Z. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

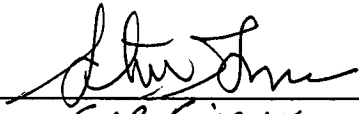
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

**McLeodUSA Telecommunications.
Services, Inc.**

By _____
Its

Date

**Midcontinent Communications
Investor LLC, Managing Partner of
Midcontinent Communications**

By  _____
Its *SVP FINANCE*

3/25/03

Date

Appendix A
Rates and Charges

Bill and Keep

P4-2859-03-174

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

*Julia Reelmon Carter
 McLeod USA
 6400 E St
 Cedar Rapids IA 52406-3177*

2. Article Number
(Transfer from service label)

7001 1940 0005 3425 5703

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1035

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [Signature] Agent
 Addressee

B. Received by (Printed Name)

Tracie Jaeger C. Date of Delivery
5-12-03

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Certified Mail Express Mail
- Registered Return Receipt for Merchandise
- Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

P4-2845-03-173 P4-2859-03-174

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

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

2. Article Number
(Transfer from service label)

7001 1940 0005 3425 5697

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1035

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [Signature] Agent
 Addressee

B. Received by (Printed Name)

Elizabeth Archer C. Date of Delivery
5-12

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Certified Mail Express Mail
- Registered Return Receipt for Merchandise
- Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes