



DIVIDER

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

PU-2684-03-320

**WWC Holding Co., Inc./North Dakota Telephone Compa
Interconnection Agreement**

Application

03

Filed 6/11/2003

Closed 8/18/2003



Public Service Commission
Receipt of Payment

Receipt# 5611

Received: 11/4/2003 Check# 88371 for \$24.86
Subject: Utility Valuation

Docket # PU-2684-03-320

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

11 PU-2684-03-320

Pages: 1

Receipt# 5,611 \$24.86

by North Dakota Telephone Company

11/04/2003

APPROVED

DATE: 10-22-03
KMF

MOTION

October 22, 2003

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

Case No. PU-2684-03-320

I move the Commission bill WWC Holding Co., Inc. and North Dakota Telephone Company for costs incurred to date in Case No. PU-2684-03-320, WWC Holding Co., Inc./North Dakota Telephone Company, Interconnection Agreement, Application.



Public Service Commission
State of North Dakota

COMMISSIONERS

Tony Clark, President
Susan E. Wefald
Kevin Cramer

Executive Secretary
Jon H. Mielke

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

October 22, 2003

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

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

RE: Case No. PU-2684-03-320
WWC Holding Co., Inc./North Dakota Telephone Company
Interconnection Agreement
Application

Enclosed is a copy of the statement approved at the October 22, 2003 Public Service Commission meeting for the expenses incurred to date in Case No. PU-2684-03-320.

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 cursive script, appearing to read "Gloria Geiger".

Gloria Geiger
Admin Staff Officer
701-328-2401

Enc.

c: Don Negaard
Pringle & Herigstad
PO Box 1000
Minot ND 58702-1000

Billing Statement

October 22, 2003

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

Case No. PU-2684-03-320

Bill To:

WWC Holding Co., Inc.....	\$24.87
North Dakota Telephone Company.....	\$24.86

Expenses Incurred to Date:

Advertising Costs	\$49.73
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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

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

Interconnection Agreement Applications:

U.S. Link, Inc./Qwest Corporation	Case No. PU-2630-03-275
Midcontinent Communications/Qwest Corporation	Case No. PU-2745-03-278
WWC Holding Co., Inc./North Dakota Telephone Company	Case No. PU-2684-03-320
WWC Holding Co., Inc./Dickey Rural Access, Inc.	Case No. PU-2882-03-321
WWC Holding Co., Inc./Dickey Rural Communications, Inc.	Case No. PU-2556-03-322
WWC Holding Co., Inc./Dickey Rural Telephone Cooperative	Case No. PU-2555-03-323
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WWC Holding Co., Inc./Midstate Telephone Company	Case No. PU-2540-03-327
WWC Holding Co., Inc./Dakota Central Telecom I, Inc.	Case No. PU-2543-03-328
WWC Holding Co., Inc./Dakota Central Telecommunications Cooperative	Case No. PU-2542-03-329
WWC Holding Co., Inc./United Telephone Mutual Aid Corporation	Case No. PU-2538-03-330
WWC Holding Co., Inc./Turtle Mountain Communications, Inc.	Case No. PU-2537-03-331
WWC Holding Co., Inc./Red River Telecom, Inc.	Case No. PU-2548-03-332
WWC Holding Co., Inc./Red River Rural Telephone Association	Case No. PU-2549-03-333
McLeodUSA Telecommunications Services, Inc./Qwest Corporation	Case No. PU-2799-03-334
TW Wireless, L.L.C./Qwest Corporation	Case No. PU-2522-03-335
Polar Telcom, Inc./Qwest Corporation	Case No. PU-2873-03-339
U.S. Link, Inc./Qwest Corporation	Case No. PU-2630-03-349
Nextel West Corp./Qwest Corporation	Case No. PU-2888-03-360

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL AND ORDINARY MAIL

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH

9

PU-2684-03-320

Pages. 3

Affidavit of Service

by Public Service Commission

08/18/2003

CC: Comm Legal Illona Jerry

Sharon Helbling deposes and says that:

she is over the age of 18 years and not a party to this action and, on the **15th day of August, 2003**, she deposited in the United States Mail, Bismarck, North Dakota **eight** 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 2410 0003 4912 3556

Lauraine Harding
McLeodUSA
6400 C St SW
Cedar Rapids IA 52406
Cert. No. 7002 2410 0003 4912 3570

Gene DeJordy
WWC Holding Co Inc
3650 131st Ave SE
Bellevue WA 98006
Cert. No. 7002 2410 003 4912 3594

Jen Arnold
U S Link Inc
30925 3rd St
Pequot Lakes MN 56472
Cert. No. 7002 2410 0003 4912 3716

Don Negaard
Pringle & Herigstad
P O Box 1000
Minot ND 58702-1000
Cert. No. 7002 2410 0003 4912 3563

Dan Willis
TW Wireless LLC
1860 Lincoln St 15th Fl
Denver CO 80295
Cert. No. 7002 2410 0003 4912 3587

Bob Edgerly
Nextel Communications Inc
2001 Edmund Halley Dr
Reston VA 20191
Cert. No. 7002 2410 0003 4912 3600

David L Dunning
Polar Telcom
110 4th St E
Park River ND 58270
Cert. No. 7002 2410 0003 4912 3723

Sharon Helbling further deposes and says that on the **15th day of August, 2003**, she deposited in the United States Mail, Bismarck, North Dakota, **10** 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

Mark Scallon
Dickey Rural Access Inc
Dickey Rural Communications Inc
Dickey Rural Telephone Cooperative
P O Box 69
Ellendale ND 58436

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

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

Mark Wilhelmi
Midstate Communications Inc
Midstate Telephone Company
215 S Main St
Stanley ND 58784-0400

Ken Carlson
United Telephone Mutual Aid Corp
Turtle Mountain Communications
411 7th Ave
Langdon ND 58249

Ray Brown
Moore and Liberty Telephone Company
Griggs County Telephone Co.
P O Box 66
Enderlin ND 58027

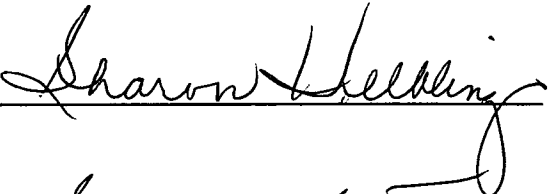
Keith Larson
Dakota Central Telecom I Inc
Dakota Central Telecommunications Coop
P O Box 299
Carrington ND 58421

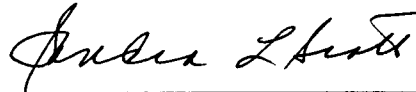
Jeffrey Olson
Red River Telecom Inc
Red River Rural Telephone Assoc
P O Box 136
Abercrombie ND 58001

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

Subscribed and sworn to before me
this **15th day of August, 2003.**

SEAL





Notary Public

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

MOTION

August 13, 2003

APPROVED

DATE: 8-13-03
KMF

Interconnection Agreement Applications:

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TW Wireless, L.L.C./Qwest Corporation	Case No. PU-2522-03-335
Polar Telecom Communications, Inc./Qwest Corporation	Case No. PU-2873-03-339
U.S. Link, Inc./Qwest Corporation	Case No. PU-2630-03-349
Nextel West Corp./Qwest Corporation	Case No. PU-2888-03-360

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

JRL/sdh

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

Interconnection Agreement Applications:

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U.S. Link, Inc./Qwest Corporation	Case No. PU-2630-03-349
Nextex West Corp./Qwest Corporation	Case No. PU-2888-03-360

ORDER

August 13, 2003

On May 20, 2003, Qwest Corporation (Qwest) filed an application for approval of an amendment negotiated to its interconnection agreement with U.S. Link, Inc. of Pequot Lakes MN, Case No. PU-2630-03-275. This amendment adds rates, terms and conditions for Unbundled Dedicated Interoffice Transport.

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PU-2684-03-320

Pages: 3

Order approving interconnection
agreements
by Public Service Commission

08/13/2003

CC: Comm Legal Ilona Jerry.

On May 21, 2003, Qwest filed for approval of an amendment negotiated to its interconnection agreement with Midcontinent Communications of Sioux Falls SD, Case No. PU-2745-03-278. This amendment adds terms regarding End Office with Local Tandem Functionality.

On June 11, 2003, applications were filed for approval of interconnection agreements negotiated between WWC Holding Co. of Bellevue WA and each of the fourteen captioned North Dakota telephone service providers. These agreements set forth rates, terms and conditions for the mutual exchange and reciprocal compensation of traffic between the parties.

On June 12, 2003 Qwest filed for approval of an amendment negotiated to its interconnection agreement with McLeodUSA Telecommunications Services, Inc. of Cedar Rapids IA, Case No. PU-2799-03-334. This amendment extends effectiveness of previously approved compensation arrangements for local and ISP-bound traffic.

Also on June 12, 2003, Qwest filed for approval of an amendment negotiated to its interconnection agreement with TW Wireless LLC, Case No. PU-2522-03-335. This amendment establishes compensation arrangements for local and ISP-bound traffic.

Also on June 12, 2003, Qwest filed for approval of an amendment negotiated to its interconnection agreement with Polar Telecom Communications, Inc. of Park River ND, Case No. PU-2500-03-339. This amendment adds rates, terms and conditions for Directory Assistance and Operator Services.

On June 16, 2003, Qwest filed for approval of an amendment negotiated to its interconnection agreement with U.S. Link, Inc., Case No. PU-2630-03-349. This amendment adds rates terms and conditions for Unbundled Loop Elements – Provisioning Options.

On June 24, 2003, Qwest filed for approval of an interconnection agreement and separate amendment negotiated with Nextel West Corporation of Reston VA, Case No. PU-2888-03-360. This agreement adopts a previously approved agreement and any applicable amendments between Qwest f/k/a US WEST and Sprint Spectrum L.P. The separate amendment establishes compensation arrangements for local and ISP-bound traffic.

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 July 2, 2003, the Commission issued a Notice of Opportunity to File Written Comments, which provided that the Commission would receive comments on the agreements until August 5, 2003. No comments have been received.

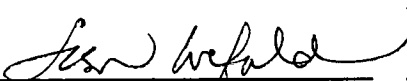
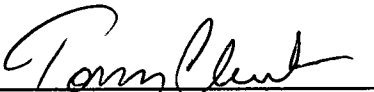

The Commission has reviewed the agreements and does not find them discriminatory against a telecommunications carrier that was not a party to the agreements. The Commission finds that implementation of the agreements is not inconsistent with the public interest, convenience and necessity.

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	 _____ Kevin Cramer Commissioner
--	--	---

JUL 25

Affidavit of Publication

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; Interconnection Agreement, 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.

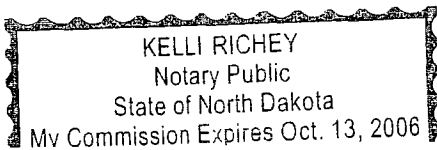
Signed: Colleen Park

State of ND

County of Burleigh

Subscribed and sworn to before me this 23rd day of July 20 03.

Kelli Richey



- 6 PU-2540-03-327 Pages: 1
- 6 PU-2543-03-328 Pages: 1
- 6 PU-2542-03-329 Pages: 1
- 6 PU-2538-03-330 Pages: 1
- 6 PU-2537-03-331 Pages: 1
- 6 PU-2548-03-332 Pages: 1
- 6 PU-2549-03-333 Pages: 1
- 6 PU-2799-03-334 Pages: 1
- 6 PU-2522-03-335 Pages: 1
- 6 PU-2873-03-339 Pages: 1
- 6 PU-2630-03-349 Pages: 1
- 6 PU-2888-03-360 Pages: 1

- PU-2630-03-275 Pages: 1
- PU-2745-03-278 Pages: 1
- ✓ PU-2684-03-320 Pages: 1
- PU-2882-03-321 Pages: 1
- PU-2556-03-322 Pages: 1
- PU-2555-03-323 Pages: 1
- PU-2554-03-324 Pages: 1
- PU-2553-03-325 Pages: 1
- PU-2539-03-326 Pages: 1

Affidavit of Publication

by North Dakota Advertising Service, Inc.



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

UL 25

INVOICE

Order 17847-03073PP1

Invoice # 21131

July 24, 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

\$1,044.26

Amount Paid

Please detach and return this portion with your payment

Public Service Commission Invoice # 17847-03073PP1-21131

Ad Size	Rate Type	Rate	Total	Discount (%)	Caption	Page	Run Date
Bismarck Tribune (Bismarck ND)							
169.00	SPR2	0.64	108.16	0.00	Interconn: USLink-Next		07/18/03
Devils Lake Daily Journal (Devils Lake ND)							
169.00	SPR2	0.63	106.47	0.00	Interconn: USLink-Next		07/18/03
Dickinson Press (Dickinson ND)							
181.00	SPR2	0.57	103.17	0.00	Interconn: USLink-Next		07/18/03
Fargo, The Forum (Fargo ND)							
142.00	SPR2	0.71	100.82	0.00	Interconn: USLink-Next		07/21/03
Grand Forks Herald (Grand Forks ND)							
144.00	SPR2	0.69	99.36	0.00	Interconn: USLink-Next		07/17/03
Jamestown Sun (Jamestown ND)							
186.00	SPR2	0.54	100.44	0.00	Interconn: USLink-Next		07/18/03
Minot Daily News (Minot ND)							
213.00	SPR2	0.54	115.02	0.00	Interconn: USLink-Next		07/18/03
Valley City Times-Record (Valley City ND)							
172.00	SPR2	0.61	104.92	0.00	Interconn: USLink-Next		07/18/03
Wahpeton Daily News (Wahpeton ND)							
198.00	SPR2	0.51	100.98	0.00	Interconn: USLink-Next		07/18/03
Williston Herald (Williston ND)							
172.00	SPR2	0.61	104.92	0.00	Interconn: USLink-Next		07/18/03

Gross Advertising	1,044.26	Total Misc	0.00	Amount Paid	0.00
Agency Discount		Tax	0.00	Adjustments	0.00
Other Discount	0.00	Total Billed	1,044.26	Payment Date	
Service Charge	0.00	Unbilled	0.00	Balance Due	1,044.26

- | | | | | | |
|----------------|---|----------------|---|----------------|----------|
| PU-2630-03-275 | 6 | PU-2539-03-326 | 6 | PU-2799-03-334 | Pages: 1 |
| PU-2745-03-278 | 6 | PU-2540-03-327 | 6 | PU-2522-03-335 | Pages: 1 |
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| PU-2556-03-322 | 6 | PU-2538-03-330 | 6 | PU-2888-03-360 | Pages: 1 |
| PU-2555-03-323 | 6 | PU-2537-03-331 | 6 | | |
| PU-2554-03-324 | 6 | PU-2548-03-332 | 6 | | |
| PU-2553-03-325 | 6 | | | | |

Affidavit of Publication
 by North Dakota Advertising Service, Inc.

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STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH

5

PU-2684-03-320

Pages: 17

Affidavits of Service

by Public Service Commission

07/03/2003

CC: Comm Legal Illona Jerry

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P O Box 1695
Bismarck ND 58502-1695

Cert. No. 7002 2410 0003 4912 3099

Lauraine Harding
McLeodUSA
6400 C St SW
Cedar Rapids IA 52406
Cert. No. 7002 2410 0003 4912 3112

Gene DeJordy
WWC Holding Co Inc
3650 131st Ave SE
Bellevue WA 98006
Cert. No. 7002 2410 003 4912 3136

Jen Arnold
U S Link Inc
30925 3rd St
Pequot Lakes MN 56472
Cert. No. 7002 2410 0003 4912 3150

Don Negaard
Pringle & Herigstad
P O Box 1000
Minot ND 58702-1000
Cert. No. 7002 2410 0003 4912 3105

Dan Willis
TW Wireless LLC
1860 Lincoln St 14th Fl
Denver CO 80295
Cert. No. 7002 2410 0003 4912 3129

Bob Edgerly
Nextel Communications Inc
2001 Edmund Halley Dr
Reston VA 20191
Cert. No. 7002 2410 0003 4912 3143

David L Dunning
Polar Telcom
110 4th St E
Park River ND 58270
Cert. No. 7002 2410 0003 4912 3181

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Qwest Corporation
P O Box 5508
Bismarck ND 58502-5508

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

Mark Scallon
Dickey Rural Access Inc
Dickey Rural Communications Inc
Dickey Rural Telephone Cooperative
P O Box 69
Ellendale ND 58436

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

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

Ray Brown
Moore and Liberty Telephone Company
Griggs County Telephone Co.
P O Box 66
Enderlin ND 58027

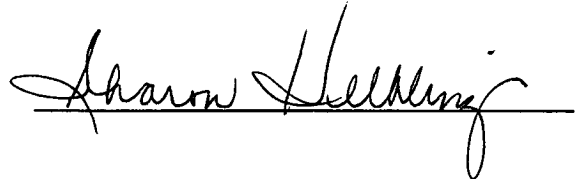
Mark Wilhelmi
Midstate Communications Inc
Midstate Telephone Company
215 S Main St
Stanley ND 58784-0400

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

Ken Carlson
United Telephone Mutual Aid Corp
Turtle Mountain Communications
411 7th Ave
Langdon ND 58249

Jeffrey Olson
Red River Telecom Inc
Red River Rural Telephone Assoc
P O Box 136
Abercrombie ND 58001

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

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

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

Interconnection Agreement Applications:

U.S. Link, Inc./Qwest Corporation	Case No. PU-2630-03-275
Midcontinent Communications/Qwest Corporation	Case No. PU-2745-03-278
WWC Holding Co., Inc./North Dakota Telephone Company	Case No. PU-2684-03-320
WWC Holding Co., Inc./Dickey Rural Access, Inc.	Case No. PU-2882-03-321
WWC Holding Co., Inc./Dickey Rural Communications, Inc.	Case No. PU-2556-03-322
WWC Holding Co., Inc./Dickey rural Telephone Cooperative	Case No. PU-2555-03-323
WWC Holding Co., Inc./Moore and Liberty Telephone Company	Case No. PU-2554-03-324
WWC Holding Co., Inc./Griggs County Telephone Co.	Case No. PU-2553-03-325
WWC Holding Co., Inc./Midstate Communications, Inc.	Case No. PU-2539-03-326
WWC Holding Co., Inc./Midstate Telephone Company	Case No. PU-2540-03-327
WWC Holding Co., Inc./Dakota Central Telecom I, Inc.	Case No. PU-2543-03-328
WWC Holding Co., Inc./Dakota Central Telecommunications Cooperative	Case No. PU-2542-03-329
WWC Holding Co., Inc./United Telephone Mutual Aid Corporation	Case No. PU-2538-03-330
WWC Holding Co., Inc./Turtle Mountain Communications, Inc.	Case No. PU-2537-03-331
WWC Holding Co., Inc./Red River Telecom, Inc.	Case No. PU-2548-03-332
WWC Holding Co., Inc./Red River Rural Telephone Association	Case No. PU-2549-03-333
McLeodUSA Telecommunications Services, Inc./Qwest Corporation	Case No. PU-2799-03-334
TW Wireless, L.L.C./Qwest Corporation	Case No. PU-2522-03-335
Polar Telcom, Inc./Qwest Corporation	Case No. PU-2873-03-339

U.S. Link, Inc./Qwest Corporation
Nextel West Corp./Qwest Corporation

Case No. PU-2630-03-349
Case No. PU-2888-03-360

AFFIDAVIT OF SERVICE BY ORDINARY MAIL OR E-MAIL

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH

Sharon Helbling deposes and says that:

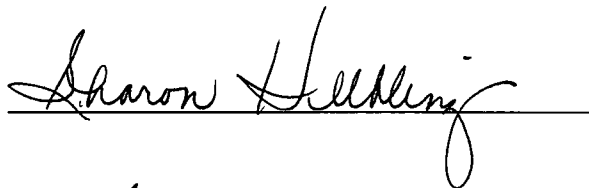
she is over the age of 18 years and not a party to this action and, on the **3rd day of July, 2003**, she deposited in the United States Mail, Bismarck, North Dakota, envelopes by first class mail, fully prepaid, securely sealed, and/or e-mailed a copy of:

Notice of Opportunity to File Written Comments

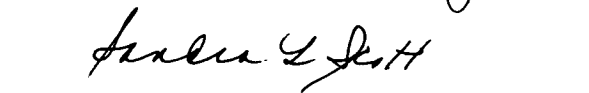
To:

See Attached List

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

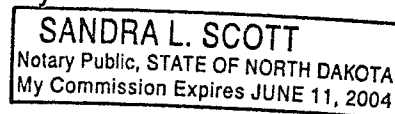


Subscribed and sworn to before me
this **3rd day of July, 2003**.



Notary Public

SEAL



mariep@telcogroupinc.com
Marie Pierre-Paul

wbrudvik@ohnstadlaw.com
William Brudvik

donlee@martin-associates.com
Don Lee

dennis.kelley@reconex.com
Dennis Kelley
1-800-Reconex Inc
2500 Industrial Ave
Hubbard OR 97032

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
11440 Commerce Park Dr
Reston VA 20191

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

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 Co
Cooperstown ND 58425

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

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

rmerbeth@ionex.com
Russell C Merbeth
Ionex Communications North Inc
15305 Dallas Pkwy Ste 1500
Addison TX 75001

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

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.p.green@lmco.com
Susan Green
Lockheed Martin Global Telecomm
12506 Lake Underhill Rd MP 836
Orlando FL 32825

dconn@mcleodusa.com
Dave Conn
McLeodUSA
6400 C St SW
Cedar Rapids IA 52406-3177

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

rostberg@nemontel.net
Ron Ostberg
Missouri Valley Communications Inc
P O Box 600
Scobey MT 59263-0600

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 55402-2519

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

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

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

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

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

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

laurie.willman@nbne.info
Laurie Willman
North By NortheastCom LLC

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

ddunning@polarcomm.com
David Dunning
Polar Telcom Inc
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

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

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

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

jeffolson@rrt.net
Jeff Olson
Red River Rural Tele Assoc
PO Box 136
Abercrombie ND 58001-0136

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

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

donn@srt.com
Don Negaard
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

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

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

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

jeffolson@rrt.net
Jeff Olson
Red River Telecom Inc
PO Box 136
Abercrombie ND 58001-0136

mbrestel@ndak.net
Marcia Burckhard
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

stevedl@srttel.com
Steve Lysne
SRT Communications Inc
P O Box 2027
Minot ND 58702-2027

janehp@srttel.com
Jane Petersen
SRT Communications Inc
P O Box 2027
Minot ND 58702-2027

kimrw@srttel.com
Kim Weydahl
SRT Communications Inc
P O Box 2027
Minot ND 58702-2027

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

kjvannin@usgs.gov
K Vannin
U S Geological Survey

mspead@universalservice.org
Michael Spead
USAC
2120 L St NW Ste 600
Washington DC 20037

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

suelh@srttel.com
Sue Hamilton
SRT Communications Inc
P O Box 2027
Minot ND 58702-2027

christm@srttel.com
Chris Morsefield
SRT Communications Inc
P O Box 2027
Minot ND 58702-2027

johnar@srttel.com
John Reiser
SRT Communications Inc
P O Box 2027
Minot ND 58702-2027

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

lahall@usgs.gov
Lenora Hall
U S Geological Survey

jennifer.arnold@uslink.com
Jennifer Arnold
U S Link Inc
P O Box 327
Pequot Lakes MN 56472-0327

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

mickg@westriv.com

Mick Grosz

West River Telecommunications Coop

PO Box 467

Hazen ND 58545-0467

paulihland@wtc-mail.net

Paul Ihland

Wolverton Telephone Company

Wolverton MN 56594

Carolyn Fodor
Winstar Communications
21290 Melrose Ave
Southfield MI 48075-7901

Patrick Summers
360networks (USA) inc
12202 Airport Way
Broomfield CO 80021

ACN Communications Services Inc
32991 Hamilton Ct
Farmington Hills MI 48334

Arch Paging
11437 Valley View Rd
Eden Prairie MN 55344

Jack Medaris
Atlas Communications LTD
P O Box 807
Conshohocken PA 19428-0807

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

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

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

Beth Choroser
Comcast Business Communications Inc
1500 Market St
Philadelphia PA 19102

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

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

Ann Faught
Absaraka Co-op Tele Co
Absaraka ND 58002

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

Kimberly Nielsen
AT&T Wireless
7277 164th Ave NE RTC-1
Redmond WA 98052

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

C12 Inc
200 Galleria Pkwy Ste 1200
Atlanta GA 30339

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

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

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

Consolidated Communications Networks
Inc
507 S Main
Dickinson ND 58601

Consolidated Telcom
PO Box 1077
Dickinson ND 58601-1077

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

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

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

Lucille Nilson
Griggs County Telephone Co
Cooperstown ND 58425

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

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

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

Intrado Communications Inc
1601 Dry Creek Dr
Longmont CO 80503-6493

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

KMAV AM/FM RADIO
PO Box 216
Mayville ND 58257-0216

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

Level 3 Communications LLC
3555 Farnam St
Omaha NE 68131

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

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
1601 Dry Creek Dr
Longmont CO 80503-6493

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

KMC Telecom V Inc
1545 Rt 206
Bedminster NJ 07921

Thomas K Crowe
Law Offices of Thomas K Crowe PC
1250 24th St NW Ste 300
Washington DC 20037

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

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

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

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

MCImetro Access Transmission Services
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

Mid-Rivers Telephone Coop Inc
P O Box 280
Circle MT 59215

Gordon Wilhelmi
Midstate Communications Inc
PO Box 400
Stanley ND 58784-0400

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

Minnesota Independent Equal Access
Corp
c/o Onvoy Inc
300 S Hwy 169
Minneapolis MN 55426
National Multi Housing Council
1850 M St NW Ste 540
Washington DC 20036

Mike Strand
MITS
PO Box 5237
Helena MT 59604-5237

Dave Crothers
NDATC
Box 1144
Mandan ND 58554-1144

Richard Thronson
Nemont Telephone Cooperative Inc
Scobey MT 59263

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

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

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

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

Mary Buley
Onvoy Inc
300 South Highway 169
Minneapolis MN 55426

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

Brad Van Leur
OrbitCom Inc
1701 N Louise Ave
Sioux Falls SD 57107

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

Scott Lee
Protel Advantage Inc
1308 Medora Rd
St. Paul MN 55118-1734

Heather Troxell
Qwest Communications Corporation
4250 Fairfax Dr
Arlington VA 22203

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

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 2027
Minot ND 58702-2027

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

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
88 Rowland Way Ste 200
Novato CA 94945-5000

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

Kimberly Nielson
RTC-1
Legal & External Affairs
7277 164th Ave NE
Redmond WA 98052

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 2027
Minot ND 58702-2027

Jack Medaris
Telco Partners Inc
P O Box 807
Conshohocken PA 19428-0807

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

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

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

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

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

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

Molli Harper
Verizon Wireless
6350 E Crescent Pkwy Ste 200
Greenwood Village CO 80111

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

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

Jonathan Marashlian
The Helein Law Group P C
8180 Greensboro Dr Ste 700
McLean VA 22102

Touch America Inc
40 E Bdwy
Butte MT 59701

United Communications HUB Inc
10390 Commerce Ctr Dr Ste 250
Rancho CA 91730-5860

Kenneth Carlson
United Telephone Mut Aid Corp
Langdon ND 58249

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

VarTec Telecom Inc
1600 Viceroy Dr
Dallas TX 75235

David Armev
Verizon Communications
600 E Hidden Ridge HQE02i33
Irving TX 75038

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

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

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

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: Thursday, July 03, 2003 8:14 AM
To: ndna (E-mail)
Subject: Attached Notices

**Colleen Park
North Dakota Newspaper Association**

Colleen:

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

You can send the bill directly to the Public Service Commission, along with a tear sheet for billing purposes.

If you have any questions, please let me know.

Thank you and Happy July 4th.

Sharon

7/3/2003

4 **PU-2684-03-320** Pages: 1

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

07/03/2003

CC: Comm Legal Ilona Jerry .

MOTION

July 2, 2003

APPROVED

DATE: 7-2-03
KMF

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WWC Holding Co., Inc./Dickey rural Telephone Cooperative	Case No. PU-2555-03-323
WWC Holding Co., Inc./Moore and Liberty Telephone Company	Case No. PU-2554-03-324
WWC Holding Co., Inc./Griggs County Telephone Co.	Case No. PU-2553-03-325
WWC Holding Co., Inc./Midstate Communications, Inc.	Case No. PU-2539-03-326
WWC Holding Co., Inc./Midstate Telephone Company	Case No. PU-2540-03-327
WWC Holding Co., Inc./Dakota Central Telecom I, Inc.	Case No. PU-2543-03-328
WWC Holding Co., Inc./Dakota Central Telecommunications Cooperative	Case No. PU-2542-03-329
WWC Holding Co., Inc./United Telephone Mutual Aid Corporation	Case No. PU-2538-03-330
WWC Holding Co., Inc./Turtle Mountain Communications, Inc.	Case No. PU-2537-03-331
WWC Holding Co., Inc./Red River Telecom, Inc.	Case No. PU-2548-03-332
WWC Holding Co., Inc./Red River Rural Telephone Association	Case No. PU-2549-03-333
McLeodUSA Telecommunications Services, Inc./Qwest Corporation	Case No. PU-2799-03-334
TW Wireless, L.L.C./Qwest Corporation	Case No. PU-2522-03-335
Polar Telecom Communications, Inc./Qwest Corporation	Case No. PU-2873-03-339
U.S. Link, Inc./Qwest Corporation	Case No. PU-2630-03-349
Nextel West Corp./Qwest Corporation	Case No. PU-2888-03-360

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**

Interconnection Agreement Applications:

U.S. Link, Inc./Qwest Corporation	Case No. PU-2630-03-275
Midcontinent Communications/Qwest Corporation	Case No. PU-2745-03-278
WWC Holding Co., Inc./North Dakota Telephone Company	Case No. PU-2684-03-320
WWC Holding Co., Inc./Dickey Rural Access, Inc.	Case No. PU-2882-03-321
WWC Holding Co., Inc./Dickey Rural Communications, Inc.	Case No. PU-2556-03-322
WWC Holding Co., Inc./Dickey rural Telephone Cooperative	Case No. PU-2555-03-323
WWC Holding Co., Inc./Moore and Liberty Telephone Company	Case No. PU-2554-03-324
WWC Holding Co., Inc./Griggs County Telephone Co.	Case No. PU-2553-03-325
WWC Holding Co., Inc./Midstate Communications, Inc.	Case No. PU-2539-03-326
WWC Holding Co., Inc./Midstate Telephone Company	Case No. PU-2540-03-327
WWC Holding Co., Inc./Dakota Central Telecom I, Inc.	Case No. PU-2543-03-328
WWC Holding Co., Inc./Dakota Central Telecommunications Cooperative	Case No. PU-2542-03-329
WWC Holding Co., Inc./United Telephone Mutual Aid Corporation	Case No. PU-2538-03-330
WWC Holding Co., Inc./Turtle Mountain Communications, Inc.	Case No. PU-2537-03-331
WWC Holding Co., Inc./Red River Telecom, Inc.	Case No. PU-2548-03-332
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McLeodUSA Telecommunications Services, Inc./Qwest Corporation	Case No. PU-2799-03-334
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Polar Telecom Communications, Inc./Qwest Corporation	Case No. PU-2873-03-339
U.S. Link, Inc./Qwest Corporation	Case No. PU-2630-03-349
Nextex West Corp./Qwest Corporation	Case No. PU-2888-03-360

NOTICE OF OPPORTUNITY TO FILE WRITTEN COMMENTS

July 2, 2003

On May 20, 2003, Qwest Corporation (Qwest) filed an application for approval of an amendment negotiated to its interconnection agreement with U.S. Link, Inc. of Pequot Lakes MN, Case No. PU-2630-03-275. This amendment adds rates, terms and conditions for Unbundled Dedicated Interoffice Transport.

2 PU-2684-03-320

Pages: 3

Notice of Opportunity to File Written
Comments
by Public Service Commission

07/02/2003

CC: Comm Legal Ilona Jerry

On May 21, 2003, Qwest filed for approval of an amendment negotiated to its interconnection agreement with Midcontinent Communications of Sioux Falls SD, Case No. PU-2745-03-278. This amendment adds terms regarding End Office with Local Tandem Functionality.

On June 11, 2003, applications were filed for approval of interconnection agreements negotiated between WWC Holding Co. of Bellevue WA and each of the fourteen captioned North Dakota telephone service providers. These agreements set forth rates, terms and conditions for the mutual exchange and reciprocal compensation of traffic between the parties.

On June 12, 2003 Qwest filed for approval of an amendment negotiated to its interconnection agreement with McLeodUSA Telecommunications Services, Inc. of Cedar Rapids IA, Case No. PU-2799-03-334. This amendment extends effectiveness of previously approved compensation arrangements for local and ISP-bound traffic.

Also on June 12, 2003, Qwest filed for approval of an amendment negotiated to its interconnection agreement with TW Wireless LLC, Case No. PU-2522-03-335. This amendment establishes compensation arrangements for local and ISP-bound traffic.

Also on June 12, 2003, Qwest filed for approval of an amendment negotiated to its interconnection agreement with Polar Telecom Communications, Inc. of Park River ND, Case No. PU-2500-03-339. This amendment adds rates, terms and conditions for Directory Assistance and Operator Services.

On June 16, 2003, Qwest filed for approval of an amendment negotiated to its interconnection agreement with U.S. Link, Inc., Case No. PU-2630-03-349. This amendment adds rates terms and conditions for Unbundled Loop Elements – Provisioning Options.

On June 24, 2003, Qwest filed for approval of an interconnection agreement and separate amendment negotiated with Nextel West Corporation of Reston VA, Case No. PU-2888-03-360. This agreement adopts a previously approved agreement and any applicable amendments between Qwest f/k/a US WEST and Sprint Spectrum L.P. The separate amendment establishes compensation arrangements for local and ISP-bound traffic.

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


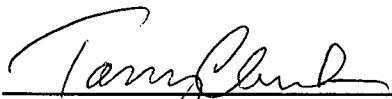
In addition, the Commission may include in its review state requirements that do not constitute barriers to entry under section 253. Section 252(e)(4) requires that the

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 August 5, 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

 _____ Susan E. Wefald Commissioner	 _____ Tony Clark President	 _____ Leo M. Reinbold Commissioner
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LAW OFFICES OF
PRINGLE & HERIGSTAD, P.C.

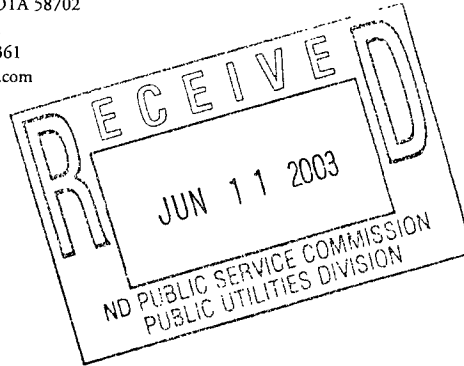
BREMER BANK BUILDING
20 SW 1ST STREET
POST OFFICE BOX 1000
MINOT, NORTH DAKOTA 58702
(701) 852-0381
FAX (701) 857-1361
E-mail: pringle@srt.com

OF COUNSEL
HERBERT L. MESCHKE

RETIRED
THOMAS A. WENTZ
MARK F. PURDY
JAN M. SEBBY

ROGER O. HERIGSTAD
(1919-2003)

DONALD A. NEGAARD
JAMES E. NOSTDAHL
CAROL K. LARSON
DAVID J. HOGUE
REED A. SODERSTROM
MARK R. HAYS
BRENT M. OLSON
DENISE C. HAYS
DEBRA L. HOFFARTH
SCOTT M. KNUDSVIG



June 9, 2003

Jon Mielke, Executive Secretary
PUBLIC SERVICE COMMISSION
600 East Boulevard Avenue, Department 408
Bismarck, ND 58505-0480

WIRELESS INTERCONNECTION AGREEMENT

Enclosed for filing are eight copies of the Wireless Interconnection Agreement between North Dakota Telephone Company and WWC Holding Co., Inc., effective as of November 1, 2002.

If you have any questions, please call.

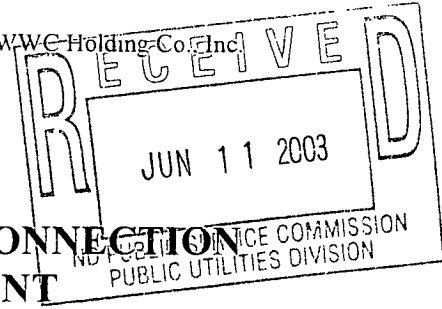
Don Negaard

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Enclosures

cc/enc: North Dakota Telephone Company, Attention Dave Dircks, Manager

North Dakota Telephone Company - WWC Holding Co., Inc.



**WIRELESS INTERCONNECTION
AGREEMENT**

BETWEEN

NORTH DAKOTA TELEPHONE COMPANY

AND

WWC HOLDING CO., INC.

Article I

1. INTRODUCTION

This Interconnection/Compensation Agreement ("Agreement") is effective as of the 1st day of November, 2002 (the "Effective Date"), by and between North Dakota Telephone Company ("TELCO") with offices at 211 22nd Street NW, P.O. Box 180, Devils Lake, North Dakota 58301 and WWC Holding Co., Inc. ("WWC") with offices at 3650 131st Avenue SE, Bellevue, WA 98006.

2. RECITALS

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

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

WHEREAS, the Parties wish to put in place an arrangement for the mutual exchange and reciprocal compensation of telecommunications traffic in accordance with Section 251(b)(5) of the Telecommunications Act of 1996.

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

Article II

1. DEFINITIONS

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

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

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

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

1.4 "Affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person.

For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent. 47 U.S.C. §153(1).

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

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

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

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

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

(e) "Mobile Switching Center" or "MSC" means a CMRS Provider's facilities and related equipment used to route, transport and switch commercial mobile radio service traffic to and from and among its end Users and other telecommunications carriers.

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

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

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

1.8 "EAS Service Area" means a group of two or more exchanges, as defined in TELCO's then current General Subscriber Service Tariff, among which a TELCO Customer may make landline-to-landline calls without incurring a toll charge.

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

North Dakota Telephone Company – WWC Holding Co., Inc.

- 1.10 "FCC" means the Federal Communications Commission.
- 1.11 "Interconnection" for purposes of this Agreement is the direct or indirect linking of TELCO and WWC networks for the exchange of telecommunications traffic described in this Agreement.
- 1.12 "Interconnection Point" or "POI" means the physical location(s) at which the Parties' networks meet for the purpose of establishing interconnection.
- 1.13 "Interexchange Carrier" or "IXC" means a carrier that is providing interexchange service."
- 1.14 "InterLATA Service" means telecommunications between a point located in a local access and transport area and a point located outside such area. 47 U.S.C. §153(21).
- 1.15 "Local Access and Transport Area" or "LATA" means a contiguous geographic area:
- (a) Established before February 8, 1996, by a Bell operating company such that no exchange area includes points within more than 1 metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or
 - (b) Established or modified by a Bell operating company after February 8, 1996, and approved by the Commission. 47 U.S.C. §153(25)
- 1.16 "Subject Traffic" is defined for all purposes under this Agreement as Telecommunications Traffic that (a) is originated by a customer of one Party on that Party's network, (b) terminates to a customer of the other Party on the other Party's network within the same Major Trading Area (MTA), and (c) may be handled pursuant to an agreement between the originating Party and a carrier which performs only a transiting function for the originating Party in lieu of a direct connection between the Parties. For landline-originated traffic, Subject Traffic is limited to calls to NPA/NXXs within TELCO customers' local or EAS calling scope.
- For purposes of determining originating and terminating points of a call on the WWC network under this agreement, the originating or terminating cell site locations will be used as the point of call origination and termination, respectively.
- 1.17 "Local Exchange Carrier" or "LEC" means any person that is engaged in the provision of telephone exchange service or exchange access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under section 332(c) of this title, except to the extent that the Federal Communications Commission finds that such service should be

included in the definition of such term. 47 U.S.C. §153(26). "Major Trading Area" or "MTA" has the meaning given to the term in 47 CFR Section 24.202(A).

- 1.18 "Mobile service" is as defined by the FCC.
- 1.19 "Inter-MTA Traffic" means all traffic which originates in one MTA and terminates in another MTA.
- 1.20 "NPA" or the "Number Plan Area" also referred to as an "area code" refers to the three-digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is to be routed (i.e., NPA/NXX-XXXX.).
- 1.21 "NXX" means the three-digit code, which appears as the first three digits of a seven-digit telephone number within a valid NPA or area code.
- 1.22 "Party" means either TELCO or WWC, and "Parties" means TELCO and WWC.
- 1.23 "Reciprocal Compensation" means an arrangement between two carriers in which each receives the same compensation from the other carrier for the Transport and Termination on each carrier's network of Subject Traffic, as defined in Section 1.16 above, that originates on the network facilities of the other carrier.
- 1.24 "Telecommunications Traffic" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received. 47 U.S.C. §153(43)
- 1.25 "Telecommunications Act" means the Communications Act of 1934, as amended.
- 1.26 "Telecommunications Carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in 47 U.S.C. Section 226(a)(2)). A telecommunications carrier shall be treated as a common carrier under this chapter only to the extent that it is engaged in providing telecommunications services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage. 47 U.S.C. §153(44)
- 1.27 "Termination" means the switching of Subject Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises. 47 CFR 51.701(d)
- 1.28 "Transiting Traffic" is traffic that originates from one provider's network, "transits" one or more other provider's network substantially unchanged, and terminates to yet another provider's network.
- 1.29 "Transport" means the transmission and any necessary tandem switching of Subject Traffic subject to Section 251(b)(5) of the Act from the interconnection

point between the two carriers to the terminating carrier's end office switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC. 47 CFR 51.701(c)

- 1.30 "Type 1 Service" often referred to as a line-side trunk connection, is a service that involves connection to a telephone company end office similar to that provided to a private branch exchange (PBX). A type 1 Service is offered in connection with the provision of telephone numbers hosted by a TELCO switch.
- 1.31 "Type 2 Service" often referred to as a trunk side connection, is a service that involves interconnection to a telephone company end office (Type 2-B) or tandem (Type 2-A).

2. INTERPRETATION AND CONSTRUCTION

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

3. SCOPE

- 3.1 This agreement applies to all Subject Traffic originated by the End User subscribers of one Party and terminated to end-user subscribers of the other Party which is (a) delivered over facilities owned or controlled by the Parties, which directly interconnect the Parties or, (b) indirectly connected, i.e., delivered over a Third Party Provider, performing transiting function, on behalf of the originating Party. Subject Traffic is subject to only the Reciprocal Compensation charges contained in Appendix A of this Agreement.
- 3.2 This Agreement is intended, inter alia, to describe and enable specific Interconnection/Reciprocal Compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein. This Agreement relates to exchange of traffic between TELCO and WWC. TELCO's NXXs are listed in Telcordia's Local Exchange Routing Guide ("LERG") for Operating Company Number ("OCN") listed in Appendix A of this Agreement. WWC's NXXs are listed in LERG for OCN 5033 in the state of North Dakota.

- 3.3 This Agreement is limited to exchange of TELCO local exchange end-user customers' traffic for which TELCO has tariff authority to carry. This Agreement is further limited to exchange of WWC end user customers' traffic to which WWC provides service on a two-way wireless, mobile basis.
- 3.4 This Agreement does not cover the exchange of traffic for one-way mobile services such as paging, if provided by WWC. Should WWC desire to establish interconnection agreement with TELCO for such services, TELCO will engage in bona fide negotiations with WWC to establish an interconnection and compensation agreement for said one-way mobile services.
- 3.5 The Parties also agree to exchange traffic associated with Third Party local provider, if an agreement has been made between the originating Party and both the transiting Party and the terminating third party local provider. WWC shall not provide transiting function on behalf of TELCO.

4. SERVICE AGREEMENT

This Section describes the network architecture with which the Parties to this Agreement may interconnect their respective networks for exchange of Subject Traffic where the type of interconnection requested is reasonably available.

- 4.1 Interconnection Facilities. The Parties agree to the following interconnection options, when direct interconnection is requested by WWC for exchange of Subject Traffic. Alternatively, either party may choose to indirectly connect to the other party's network, and route Subject Traffic via the facilities of a third party that performs a transit function on behalf of WWC. Where WWC elects to utilize the facilities of Qwest or any other carrier to transport traffic between WWC's own facilities and the POI ("third party facilities"), WWC shall be responsible for any applicable transiting charges from the third party carrier.
- 4.1.1 Type 1 Interconnection are facilities which provide a trunk side connection (line side treatment) between TELCO's End Office Switch and WWC's point of presence within that end office boundary, with the POI designated at the TELCO's End Office Switch.
- 4.1.2 Type 2A Interconnection are facilities which provide a trunk side connection between TELCO's Tandem Office Switch and WWC's point of presence within the wire center boundary of the tandem switch, with the POI designated at the TELCO's Tandem Office Switch.

- 4.1.3 Type 2B Interconnection are facilities which provide a trunk side connection between TELCO's End Office Switch and WWC's point of presence within that end office boundary, with the POI designated at TELCO's End Office Switch. Type 2B facilities provide terminating and originating access to subscribers that can be reached via that TELCO's End Office Switch.
- 4.1.4 Facility Charges: In a direct interconnection, the Parties shall provide each other a forecast of projected mobile to land or land to mobile usage for each POI when significant changes in traffic patterns are anticipated. The Parties agree to work cooperatively to determine the number of trunks needed to handle the estimated traffic. Recurring charges billed by TELCO to WWC will be shared by the Parties on a proportional percentage basis as specified in Appendix A of this Agreement. The Parties' agreement to the sharing of facilities and the Reciprocal Compensation rate in Appendix A carries with it the precondition that the term of this Agreement is for three years. As such, the three points have been negotiated as one interrelated term containing specific rates and conditions which are non-separable for purposes of 47 C.F.R Section 252(i).

4.2 Facility Locations

- 4.2.1 Technical Feasibility: WWC may interconnect with TELCO's network at a technically feasible point, agreed upon by the Parties. The Parties acknowledge for purposes of this requirement that the locations listed in Appendix B of this Agreement constitute the technically feasible point(s) of interconnection for WWC to deliver traffic to the TELCO for transport and termination by the Telephone Company on its network. Appendix C contains WWC's initial POI. WWC may establish additional POI's, from time to time, in accordance with this Agreement.
- 4.2.2 Incumbent LEC Requirement: The Parties acknowledge that the terms and conditions specified in this Agreement do not apply to the provision of services or facilities by TELCO in those areas where TELCO is not the incumbent LEC.
- 4.2.3 Technical Requirements and Standards: Each Party will provide the services in this Agreement to the other Party at a standard at least equal in quality and performance to that which the Party provides itself and others. Either Party may request, and the other Party will provide, to the extent technically feasible, services that are superior or lesser in quality than the providing Party provides to itself, provided, however, that such services shall be considered special requests, and will be handled on a case-by-case basis.

4.2.4 Nothing in this Agreement will limit either Party's ability to modify its network, including, without limitation, the incorporation of new equipment, new software or otherwise provided, neither Party shall modify its network to the extent such modification will disrupt or degrade the other Party's use of the network. Each Party will provide the other Party reasonable written notice, of any such modifications to its network, which will materially impact the other Party's service. Each Party will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required as a consequence of this Agreement, including, without limitation, changes in facilities, operations or procedures, minimum network protection criteria, or operating or maintenance characteristics of facilities.

4.3 Transmission and Routing of Traffic

This Section provides the terms and conditions for the exchange of traffic between the Parties' respective networks for the transmission and routing by the Parties of Telecommunications.

4.3.1 Directly Interconnected: Each Party shall be responsible for the delivery of Subject Traffic from its network to the POI established between the Parties for the Transport and Termination of such traffic by terminating Party to its End Users, as appropriate.

4.3.2 If WWC chooses to use TELCO's services or facilities, not otherwise covered under this Agreement, appropriate tariff rates will apply.

4.3.3 Indirectly Connected via a Third Party Provider: As an alternative to establishing a direct connection, either party may choose to deliver traffic from its network to a Third Party Provider and thus be indirectly connected with the other party for the delivery of traffic originated on that party's network.

4.3.3.1 TELCO agrees to route originating traffic, destined to a WWC NPA/NXX rated out of one of the TELCO's rate centers, to WWC via indirect connections when no direct connection exists provided that WWC assigns numbers from such NPA/NXX to customers within the local calling scope of TELCO customers, and that WWC has facilities to serve such customers. The Parties acknowledge that WWC is responsible for compensating TELCO for any applicable transiting charges from the third party tandem carrier. This includes any transport and tandem switching charges Qwest may bill to the TELCO for providing the transit function.

4.4 Transiting Traffic

The Parties acknowledge and agree that this Agreement is intended to govern the exchange of traffic to and from the Parties' respective networks only. Traffic originated by a Party and delivered to the other Party for termination to the network of a non-party Telecommunications Carrier ("Non-Party Carrier") may be delivered to a Non-Party Carrier. If a Non-Party Carrier objects to the delivery of such traffic, then either Party to this Agreement may request direction from the Commission, FCC, North Dakota state courts or federal courts. The transiting Party will continue to perform transiting functions for the other Party pending ruling from the Commission, FCC, North Dakota state courts or federal courts. The Party performing such transiting function will bill the other Party the transiting charge, as specified in Section 5 below. In order for Non-Party Carrier to bill the other Party for charges it is obligated to pay the Non-Party Carrier, the Party performing the transiting function must provide total minutes of transiting traffic terminating to the Non-Party Carrier. WWC shall not perform a transiting function pursuant to this Agreement.

5. COMPENSATION

5.1 Traffic Subject to Reciprocal Compensation

Reciprocal Compensation applies to the Transport and Termination of one Party's Subject Traffic by another Party over a Type 1, Type 2B, Type 2A, or indirect interconnection arrangement as described in Section 4.0.

The rate for Reciprocal Compensation is listed in **Appendix A** to this Agreement.

The Parties' agreement to the sharing of facilities and the Reciprocal Compensation rate in Appendix A carries with it the precondition that the term of this Agreement is for three years. As such, the three points have been negotiated as one interrelated term containing specific rates and conditions which are non-separable for purposes of 47 C.F.R Section 252(i).

- 5.2 Direct Billing. The Parties shall pay each other for all charges in accordance with the rates set forth in Appendix A of this agreement. Such payments are to be received within 45 days from the date of the billing statement. The Parties shall pay a late charge on any undisputed charges, which are not paid within the 45-day period. The rate of the late charge shall be the lesser of 1.5% per month or the maximum amount allowed by law. Each Party shall pay the other Party the reasonable amount of the collecting Party's expenses related to collection of overdue bills, such amounts to include reasonable attorney fees. If either Party disputes a billing statement issued by the other Party, the disputing Party shall notify the billing Party in writing regarding the nature and the basis of the dispute within thirty (60) days of the statement date, or the dispute shall be waived. The Parties shall diligently work toward resolution of all billing issues.

5.3 Traffic Subject to Transit Compensation.

Transit Compensation is applicable to the traffic originated on WWC's network and routed to TELCO for delivery to a Non-Party telecommunications carrier, as described in Section 4.4 above.

The rate for Transiting Compensation is listed in **Appendix A** to this Agreement.

5.4 Calculation of Payments and Billing.

5.4.1 WWC will compensate TELCO for Subject Traffic delivered to TELCO for termination to its customers, as prescribed and at the rates provided in Sections 5.1 preceding. WWC will also compensate TELCO for transiting traffic routed to TELCO for termination to a non-party carrier, as prescribed and at the rate provided in Section 5.3, preceding. TELCO will compensate WWC for Subject Traffic delivered to WWC for termination to its customers, as prescribed and at the rates provided in Sections 5.1 preceding.

5.4.2 TELCO shall prepare a monthly billing statement to WWC which will separately reflect the calculation of Reciprocal Compensation, Transit Compensation and total compensation due TELCO. Actual terminating usage recorded by TELCO and/or record/reports provided by Qwest will be used for billing WWC. For purposes of this Agreement, WWC will not measure or bill the TELCO for its termination of Subject Traffic originated by the TELCO. With respect to any TELCO-originated Subject Traffic, TELCO will issue a credit to WWC for Reciprocal Compensation based on the TELCO's Reciprocal Compensation billed to WWC and the application of the Traffic Factor in Section 1.0 of Appendix A.

5.4.3 Due to the de minimus amount of inter-MTA traffic and the associated administrative cost of identifying and billing inter-MTA traffic, the Parties agree to a 0% Inter-MTA Traffic factor as an estimate of the Inter-MTA Traffic being exchanged. Therefore, all traffic under this Agreement exchanged between the Parties will be Subject Traffic.

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

6. NOTICE OF CHANGES

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

7. GENERAL RESPONSIBILITIES OF THE PARTIES

- 7.1 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting and, consistent with Section 5, measuring and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format, and to terminate the traffic it receives in that mutually acceptable format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan, but agree to work cooperatively on matters that require joint implementation. Neither Party shall use any service related to or use any of the Services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.
- 7.2 Each Party is solely responsible for the services it provides to its customers and to other Telecommunications Carriers.
- 7.3 Each Party is responsible for administering NXX codes assigned to it.
- 7.4 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of Common Language Location Identifier ("CLLI") assigned to its switches.
- 7.5 Each Party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide all required information to Telcordia for maintaining the LERG in a timely manner.

8. TERM AND TERMINATION

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

The Parties' agreement to the sharing of facilities and the Reciprocal Compensation rate in Appendix A carries with it the precondition that the term of this Agreement is for three years. As such, the three points have been negotiated as one interrelated term containing specific rates and conditions which are non-separable for purposes of 47 C.F.R Section 252(i).

- 8.2 The Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:
- 8.2.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall, within thirty (30) days of its receipt of the invoice containing such disputed amount, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The Parties will work together in good faith to resolve issues relating to the disputed amounts. If the dispute is resolved such that payment is required, the Non-paying Party shall pay the disputed amounts with interest at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under North Dakota's applicable law. In addition, the Billing Party may cease terminating traffic for the Non-paying Party after undisputed amounts not paid become more than 90 days past due, provided the Billing Party gives an additional 30 days notice and opportunity to cure the default.
- 8.2.2 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under North Dakota's applicable law.
- 8.2.3 Undisputed amounts shall be paid within thirty (30) days of receipt of invoice from the Billing Party.
- 8.3 Upon termination or expiration of this Agreement in accordance with this Section:
- (a) Each Party shall comply immediately with its obligations as set forth above;
- (b) Each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement;
- (c) Each Party's indemnification obligations shall survive termination or expiration of this Agreement.
- 8.4 Either Party may terminate this Agreement in whole or in part in the event of a default of the other Party, provided, however, that the non-defaulting Party

notifies the defaulting Party in writing of the alleged default and the defaulting Party does not correct the alleged default within thirty (30) days after receipt of written notice thereof.

- 8.5 If prior to expiration or termination of this Agreement either Party requests the negotiation of a successor agreement, then upon approval of the successor agreement this Agreement shall terminate. If the Parties are unable to negotiate a successor agreement within the statutory time frame set for negotiations under the Act, then either Party has the right to submit this matter to the Commission for resolution pursuant to the statutory rules for arbitration under the Act.

9. CANCELLATION CHARGES

Except as provided herein, no cancellation charges shall apply.

10. NON-SEVERABILITY

- 10.1 The services, arrangements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable.
- 10.2 Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

11. INDEMNIFICATION

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

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

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

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

Notwithstanding this indemnification provision or any other provision in the Agreement, neither Party, nor its parent, subsidiaries, affiliates, agents, servants,

or employees, shall be liable to the other for Consequential Damages (as defined in Section 12.3).

- 11.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by customers or other third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand.
- (a) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense.
- (b) In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.
- (c) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

12. LIMITATION OF LIABILITY

- 12.1 No liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.
- 12.2 Except as otherwise provided in Section 11.0, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.
- 12.3 In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages, except in the case of gross negligence or willful misconduct.

13. **REGULATORY APPROVAL**

The Parties understand and agree that this Agreement will be filed with the Commission, and to the extent required by FCC rules may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252(e) of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission or FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

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

14. **PENDING JUDICIAL APPEALS AND REGULATORY RECONSIDERATION**

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

15. MISCELLANEOUS

15.1 Authorization

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

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

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

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

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

15.5 Confidentiality

15.5.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or

any of its employees, contractors, or agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Confidential" or "Proprietary" or other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with Section 15.5.2 of this Agreement.

- 15.5.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.
- 15.5.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.
- 15.6 Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive

jurisdiction for all such claims shall be with the Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of North Dakota without reference to conflict of law provisions.

- 15.7 Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide such sale for resale tax exemption certificate will result in no exemption being available to the purchasing Party.
- 15.8 Assignment. This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. Each Party covenants that, if it sells or otherwise transfers to a third party, unless the Party which is not the subject of the sale or transfer reasonably determines that the legal structure of the transfer vitiates any such need, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.
- 15.9 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
- 15.10 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) delivered by express delivery service; (iii) mailed, certified mail, return receipt requested; or (iv) delivered by telecopy to the following addresses of the Parties:

To: **WWC**

To: **TELCO**

WWC Holding Co., Inc Regulatory Department 3650 131 st Avenue SE Bellevue, WA 98006 425-586-8700 (tel) 425-586-8118 (fax)	North Dakota Telephone Company Dave Dircks 211 22 nd Street NW, P.O. Box 180 Devils Lake, North Dakota 58301 701-662-1100 (tel) 701-662-6446 (fax)
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or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent via express mail or personal delivery; (iii) three (3) days after mailing in the case of certified U.S. mail; or (iv) on the date set forth on the confirmation in the case of telecopy.



- 15.11 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.
- 15.12 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.
- 15.13 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a party as a legal representative or agent of the other Party; nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name of, or on behalf of the other Party, unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.
- 15.14 No License. No license under patents, copyrights, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party, or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.
- 15.15 Technology Upgrades. Nothing in this Agreement shall limit either Parties' ability to upgrade its network through the incorporation of new equipment, new

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software or otherwise, provided it is to industry standards, and that the Party initiating the upgrade shall provide the other Party written notice at least ninety (90) days prior to the incorporation of any such upgrade in its network which will materially impact the other Party's service. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates listed below.

WWC Holding Co., Inc.	North Dakota Telephone Company
By:  Name: <u>Gene DeJordy</u> Title: <u>VP Regulatory Affairs</u> Date: <u>5/30/03</u>	By:  Name: <u>Dave Dirks</u> Title: <u>General Manager</u> Date: <u>03/24/03</u>

Appendix A

1.0 Traffic Factors for Shared Facilities

Where direct interconnection facilities are used for two-way traffic exchange between the Parties, the recurring charges for such facilities provided and billed for by TELCO shall be reduced by an agreed upon percentage representing the estimated traffic exchanged between the Parties over such facilities that originate on TELCO's network by TELCO's customers. This percentage is referred to as the Traffic Factor. The Parties agree that the Traffic Factor shall remain in effect for the term of this Agreement.

- a. Landline to Wireless: 30%
- b. Wireless to Landline: 70%

2.0 Traffic Subject to Reciprocal Compensation

Reciprocal Compensation applies to the Transport and Termination of one Party's Subject Traffic by another Party over a Type 1, Type 2B, Type 2A, or indirect interconnection arrangement as described in Section 4.0 of this Agreement. The rate for Reciprocal Compensation is:

\$0.011 per minute.

3.0 Traffic Subject to Transit Compensation.

Transit Compensation is applicable to the traffic originated on WWC's network and routed to TELCO for delivery to a Non-Party telecommunications carrier, as described in Section 4.4 of this Agreement. The rate for Transiting Compensation:

\$0.003954 per minute.

4.0 Rate for Interconnection Facilities

TELCO's charges for the interconnection facilities will be at the rates specified in TELCO's applicable tariffs and will be billed as described in Appendix A, Section 1.0 above. The Parties have agreed that they may interconnect and exchange Subject Traffic subject to the terms and conditions of this Agreement by utilizing the transport facilities of Qwest to transport traffic between their respective networks. WWC shall be responsible for any applicable transiting charges from the Third Party carrier.

5.0 Operating Company Number (OCN)

TELCO's OCN is 1447 in the state of North Dakota.

PU-2684-03-320

North Dakota Telephone Company - WWC Holding Co., Inc.

Appendix B

1.0 Technically Feasible POIs

Locality	CLLI
DEVILS LAKE	DVLKNDXADSO
RUGBY	RGBYNDXADSO

North Dakota Telephone Company - WWC Holding Co., Inc.

Appendix C

1.0 Initial POIs

WWC may establish additional POIs, from time to time, in accordance with this Agreement and such POIs will be listed here.

Locality	CLLI
DEVILS LAKE	DVLKNDXADSO
RUGBY	RGBYNDXADSO

PU-03-320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333

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:
 Gene De Jorby
 WWC Holding Co Inc
 3650 131st Ave SE
 Bellevue WA 98006

2. Article Number
 (Transfer from service label)

7002 2410 0003 4912 3136

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery
 Rob Oglesbee 7-7

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

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-Z-0985

PU-03-320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333

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:
 Don Megaard
 Pringle & Shipton
 PO Box 1000
 Menard WA 58702-1000

2. Article Number
 (Transfer from service label)

7002 2410 0003 4912 3105

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery
 Angela Keller 7-7-01

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

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-Z-0985