



DIVIDER

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



PU-2873-03-339

**Polar Telcom, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application**

Filed 6/12/2003

Closed 8/18/2003

03



Public Service Commission
Receipt of Payment

Receipt# 5628

Received: 11/12/2003 Check# 1590 for \$24.86
Subject: Utility Valuation

Docket # PU-2873-03-339

Polar Telcom, Inc.



Public Service Commission
Receipt of Payment

Receipt# 5618

Received: 11/6/2003 Check# 2312249 for \$24.86
Subject: Utility Valuation

Docket # PU-2873-03-339

Qwest
5325 Zuni St Room 728
Denver CO 80221

11 PU-2873-03-339

Pages: 1

Receipt# 5,618 \$24.86

by Qwest

11/06/2003

APPROVED

DATE: 10-22-03
KME

MOTION

October 22, 2003

Polar Telcom, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application

Case No. PU-2873-03-339

I move the Commission bill Polar Telcom, Inc. and Qwest Corporation for costs incurred to date in Case No. PU-2873-03-339, Polar Telcom, Inc./Qwest Corporation, Interconnection Agreement Amendment, 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

David L Dunning
Polar Telcom
110 4th St E
Park River ND 58270

Scott Macintosh
Qwest Corporation
PO Box 5508
Bismarck ND 58502-5508

RE: Case No. PU-2873-03-339
Polar Telcom, Inc./Qwest Corporation
Interconnection Agreement Amendment
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-2873-03-339.

Under N.D.C.C. 49-21-01.7, these expenses are billed through the Valuation Fund and must be paid for by the telecommunications company involved.

Please make your check payable to the *Public Service Commission*.

Sincerely,

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

Gloria Geiger
Admin Staff Officer
701-328-2401

Enc.

c: Director – Interconnection Compliance
Qwest Corporation
1801 California St Rm 2410
Denver CO 80202

Billing Statement

October 22, 2003

Polar Telcom, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application

Case No. PU-2873-03-339

Bill To:

Polar Telcom, Inc.	\$24.86
Qwest Corporation	\$24.86

Expenses Incurred to Date:

Advertising Costs	\$49.72
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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 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
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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-2873-03-339

Pages: 3

Affidavit of Service

by Public Service Commission

08/15/2003

CC: Comm Legal Ilona 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 0003 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

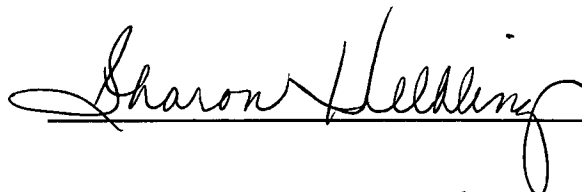
Keith Larson
Dakota Central Telecom I Inc
Dakota Central Telecommunications Coop
P O Box 299
Carrington ND 58421

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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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
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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 adopt the Order approving the captioned 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
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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

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.

7 **PU-2873-03-339**

Pages: 3

Order approving interconnection
agreements
by Public Service Commission

08/13/2003

CC: Comm Legal Ilona Jérry .

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.

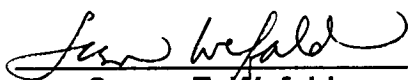

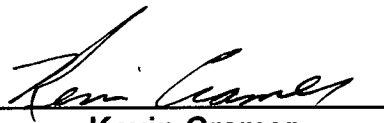
The Commission has reviewed the agreements and does not find them discriminatory against a telecommunications carrier that was not a party to the agreements. The Commission finds that implementation of the agreements is not inconsistent with the public interest, convenience and necessity.

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.

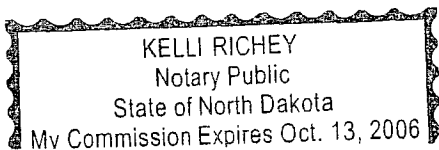
Signed: Colleen Park

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

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



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

JUL 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 |
| PU-2684-03-320 | 6 | PU-2543-03-328 | 6 | PU-2873-03-339 | Pages: 1 |
| PU-2882-03-321 | 6 | PU-2542-03-329 | 6 | PU-2630-03-349 | Pages: 1 |
| 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 | | | |
| PU-2554-03-324 | 6 | | | | |
| PU-2553-03-325 | 6 | PU-2548-03-332 | | | |

Affidavit of Publication
 by North Dakota Advertising Service, Inc.

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

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AFFIDAVIT OF SERVICE BY CERTIFIED MAIL AND ORDINARY MAIL

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH

5

PU-2873-03-339

Pages: 17

Affidavits of Service

by Public Service Commission

07/03/2003

CC: Comm Legal Ilona 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 **3rd day of July, 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:

Notice of Opportunity to File Written Comments

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Dan Kuntz
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

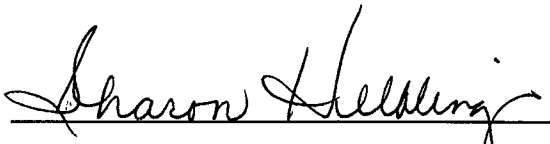
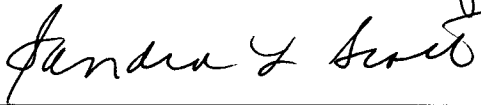
Keith Larson
Dakota Central Telecom I Inc
Dakota Central Telecommunications Coop
P O Box 299
Carrington ND 58421

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

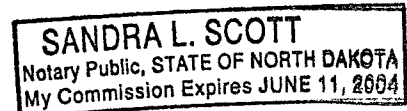
Each address shown is the respective addressee's last reasonably ascertainable post office address.

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

Notary Public

SEAL



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:

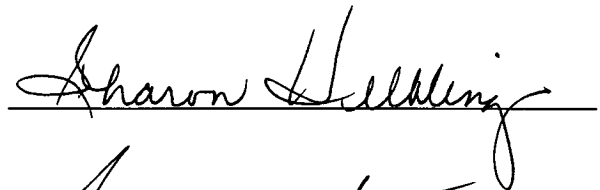
she is over the age of 18 years and not a party to this action and, on the **3rd day of July, 2003**, she deposited in the United States Mail, Bismarck, North Dakota, envelopes by first class mail, fully prepaid, securely sealed, and/or e-mailed a copy of:

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

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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

4

PU-2873-03-339

Pages: 1

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

07/03/2003

CC: Comm Legal Ilona Jerry .

7/3/2003

APPROVED

MOTION

DATE: 7-2-03
KMF

July 2, 2003

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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 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
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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
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.

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PU-2873-03-339

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

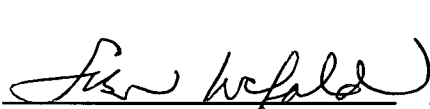
In addition, the Commission may include in its review state requirements that do not constitute barriers to entry under section 253. Section 252(e)(4) requires that the

Commission must act to approve or reject an agreement adopted by negotiation within ninety (90) days after submission by the parties.

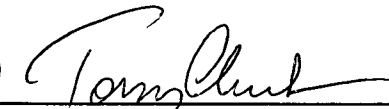
The Commission will receive written comments on these agreements until August 5, 2003.

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**

ZUGER KIRMIS & SMITH

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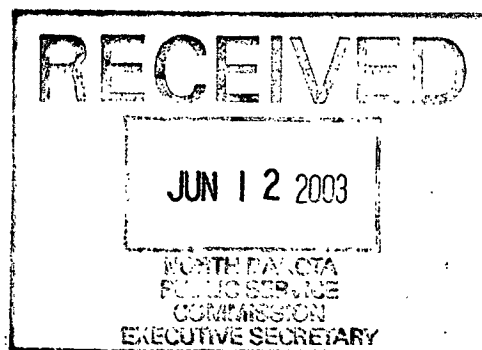
Thomas O. Smith
1944-2001

Also licensed in
Illinois *
Minnesota **
Missouri+
Montana ++
South Dakota^^

^Certified Civil Trial Specialist
National Board of Trial Advocacy

June 12, 2003

Mr. Jon Mielke
Executive Secretary
ND Public Service Commission
State Capitol – 12th Floor
Bismarck, ND 58505-0480



Re: Amendment to Interconnection Agreement between Qwest Corporation and Polar Telcom

Dear Mr. Mielke:

Enclosed for filing are the original and seven copies of an Amendment to the Interconnection Agreement between Polar Telcom and Qwest Corporation. The document amends an Interconnection Agreement that was approved by the Commission on May 9, 2001 in Case No. PU-2500-01-114. The Amendment adds terms and conditions for Directory Assistance and Operator Services. The contact person for Polar Telcom is David L. Dunning, Executive Vice President, Polar Telcom, 110 4th Street East, Park River, ND 58270. The telephone number is 701-283-7221.

Also enclosed is an extra copy of this letter. Please date stamp the extra copy and return it to me in the enclosed self-addressed stamped envelope.

Please contact me if you have any questions regarding this filing.

Sincerely,

Daniel S. Kuntz

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PU-2873-03-339

Pages: 15

Enclosures

Interconnection Agreement Amendment
application
by Polar Telecom Communications, Inc./Qwest Corpor

06/12/2003

CC: Comm Legal Ilona Jerry

Mr. Jon Mielke
June 12, 2003
Page 2

c: Scott Macintosh w/enc.
Debra Hartl wo/enc.
David L. Dunning wo/enc.

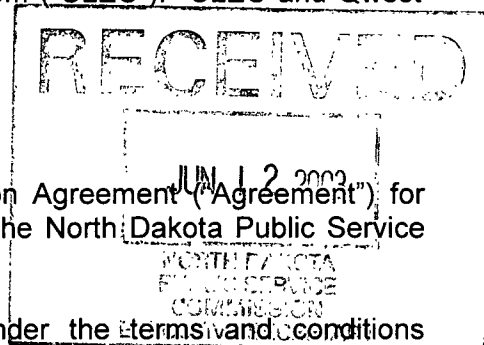
**Directory Assistance and Operator Services Amendment
to the Interconnection Agreement between
Qwest Corporation and
Polar Telecom
for the State of North Dakota**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation "Qwest", a Colorado corporation, and Polar Telecom ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of North Dakota which was approved by the North Dakota Public Service Commission ("Commission") on May 11, 2001; and

WHEREAS, the Parties wish to amend the Agreement under the terms and conditions contained herein.



AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by adding terms, conditions and rates for Directory Assistance and Operator Services as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.


Further Amendments; Waivers

The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Amendment.

Polar Telecom

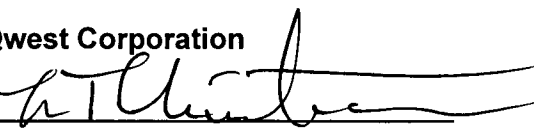

Signature

David L. Dunning
Name Printed/Typed

Exec. Vice President
Title

5-29-03
Date

Qwest Corporation


Signature

L. T. Christensen
Name Printed/Typed

Director - Business Policy
Title

6/4/03
Date

ATTACHMENT 1

10.5 Directory Assistance**10.5.1 Description**

10.5.1.1 Directory assistance service is a telephone number, voice information service that Qwest provides to its own end users and to other Telecommunications Carriers. Qwest provides CLEC non-discriminatory access to Qwest's directory assistance centers, services and Directory Assistance Databases. There are three (3) forms of Directory Assistance Services available pursuant to this Amendment -- Directory Assistance Service, Directory Assistance List Services, and Directory Assistance Database Service. These services are available with CLEC-specific branding, generic branding and directory assistance Call Completion Link options.

10.5.1.1.1 Directory Assistance Service. The published and non-listed telephone numbers provided within the relevant geographic area are those contained in Qwest's then current Directory Assistance Database.

10.5.1.1.1.1 Local Directory Assistance Service -- Allows CLEC's end users to receive published and non-listed telephone numbers within the caller's NPA/LATA geographic areas, whichever is greater.

10.5.1.1.1.2 National Directory Assistance Service -- Allows CLEC's end users to receive listings from Qwest's Local Directory Assistance Database and from the database of the National Directory Assistance Services vendor selected by Qwest. National Directory Assistance Service includes Local Directory Assistance Service.

10.5.1.1.1.3 Call Branding Service -- Allows CLEC's end users to receive the service options listed in 10.5.1.1.1.1 and 10.5.1.1.1.2 branded with the brand of CLEC, where Technically Feasible or with a generic brand. Call Branding announces CLEC's name to CLEC's end user at the start and completion of the call. Call Branding is an optional service available to CLEC.

- a) Front End Brand -- Announces CLEC's name to CLEC's end user at the start of the call. There is a nonrecurring charge to setup and record the Front End Brand message.
- b) Back End Brand -- Announces CLEC's name to CLEC's end user at the completion of the call. There is a nonrecurring charge to setup and record the Back End Brand message.
- c) There is a nonrecurring charge to load CLEC's branded message in each Switch.
- d) Qwest will record CLEC's branded message.

10.5.1.1.1.4 Call Completion Link allows CLEC's end users' calls to be returned to CLEC for completion on CLEC's network, where available. There is a recurring charge per call.

10.5.1.1.2 Directory Assistance List Service -- Directory Assistance List Service is the access to Qwest's Directory Listings for subscribers within Qwest's fourteen (14) states for the purpose of providing Directory Assistance Service to its local exchange End User Customers subject to the terms and conditions of this Amendment. See Section 10.6 for terms and conditions relating to the Directory Assistance List Services.

10.5.1.1.2.1 If CLEC elects to build its own Directory Assistance Service, it can obtain Qwest Directory Listings through the purchase of the Directory Assistance List.

10.5.1.1.3 Directory Assistance Database Service -- Qwest shall provide CLEC non-discriminatory access to Qwest's Directory Assistance Database or "Directory1" database, where Technically Feasible, on a "per dip" basis.

10.5.2 Terms and Conditions

10.5.2.1 Qwest will provide CLEC non-discriminatory access to Qwest's Directory Assistance Databases, directory assistance centers and personnel to provide Directory Assistance Service.

10.5.2.2 Qwest's Directory Assistance Database contains only those published and non-listed telephone number listings obtained by Qwest from its own end users and other Telecommunications Carriers.

10.5.2.3 Qwest will provide access to Directory Assistance Service for facility-based CLECs via dedicated multi-frequency (MF) operator service trunks. CLEC may purchase operator service trunks from Qwest or provide them itself. These operator service trunks will be connected directly to a Qwest directory assistance host or remote Switch. CLEC will be required to order or provide at least one operator services trunk for each NPA served.

10.5.2.4 Qwest will perform Directory Assistance Services for CLEC in accordance with operating methods, practices, and standards in effect for all Qwest end users. Qwest will provide the same priority of handling for CLEC's end user calls to Qwest's Directory Assistance Service as it provides for its own end user calls. Calls to Qwest's directory assistance are handled on a first come, first served basis, without regard to whether calls are originated by CLEC or Qwest end users.

10.5.2.5 Call Branding for directory assistance will entail recording and setting up a brand message. Dedicated interoffice facilities are required.

10.5.2.6 Call Completion Link requires dedicated interoffice facilities.

10.5.2.7 If CLEC elects to access the Qwest Directory Assistance Databases on a per dip basis, Qwest will provide to CLEC the facility and equipment specifications

necessary to enable CLEC to obtain compatible facilities and equipment.

10.5.2.8 A Reseller CLECs' End User Customers may use the same dialing pattern to access Directory Assistance Service as used by Qwest's End User Customers (i.e., 411, 1+411, or 1+NPA+555-1212).

10.5.2.9 A facility-based CLEC may choose to have its end users dial a unique number or use the same dialing pattern as Qwest end users to access Qwest directory assistance operators.

10.5.2.10 Qwest will timely enter into its Directory Assistance Database updates of CLEC's listings. Qwest will implement quality assurance procedures such as random testing for listing accuracy. Qwest will identify itself to end users calling its DA service provided for itself either by company name or operating company name or operating company number so that end users have a means to identify with whom they are dealing.

10.5.2.10.1 In accordance with the Audit Section of the Agreement, CLEC may request a comprehensive audit of Qwest's use of CLEC's Directory Assistance Listings. In addition to the terms specified in the Audit Section of the Agreement, the following also apply: as used herein, "Audit" shall mean a comprehensive review of the other Party's delivery and use of the Directory Assistance Listings provided hereunder and such other Party's performance of its obligations under this Amendment. CLEC may perform up to two (2) audits per twelve (12) month period commencing with the Effective Date of this Amendment of Qwest's use of CLEC's Directory Assistance Listings in Qwest's Directory Assistance Service. CLEC shall be entitled to "seed" or specially code some or all of the Directory Assistance Listings that it provides hereunder in order to trace such information during an Audit and ensure compliance with the disclosure and use restrictions set forth in this Amendment.

10.5.2.11 Qwest shall use CLEC's Directory Assistance Listings supplied to Qwest by CLEC under the terms of this Amendment for the purposes of providing Directory Assistance Service and for providing Directory Assistance List Information to directory assistance providers and for other lawful purposes, except that CLEC's Directory Assistance Listings supplied to Qwest by CLEC and marked as nonpublished or nonlisted listings shall not be used for marketing purposes.

10.5.2.12 Reserved for Future Use.

10.5.3 Rate Elements

The following rate elements apply to Directory Assistance Service and are contained in Exhibit A of this Amendment.

10.5.3.1 A per call rate is applicable for local directory assistance and National Directory Assistance Service selected by CLEC.

10.5.3.2 A nonrecurring setup and recording fee will be charged for establishing each Call Branding option. A nonrecurring charge to load CLEC's brand in each Switch is also applicable. Such nonrecurring fees must be paid before service commences.

10.5.3.3 A per call rate is applicable for Call Completion Link.

10.5.4 Ordering Process

CLEC will order Directory Assistance Service by completing the questionnaire entitled "Qwest Operator Services/Directory Assistance Questionnaire for Local Service Providers." This questionnaire may be obtained from CLEC's Qwest account manager.

10.5.5 Billing

10.5.5.1 Qwest will track and bill CLEC for the number of calls placed to Qwest's Directory Assistance Service by CLEC's end users as well as for the number of requests for Call Completion Link.

10.5.5.2 For purposes of determining when CLEC is obligated to pay the per call rate, the call shall be deemed made and CLEC shall be obligated to pay when the call is received by the Operator Services Switch. An end user may request and receive no more than two telephone numbers per directory assistance call. Qwest will not credit, rebate or waive the per call charge due to any failure to provide a telephone number.

10.5.5.3 Call Completion Link will be charged at the per call rate when the end user completes the required action (i.e., "press the number one," "stay on the line," etc.).

10.6 Directory Assistance List

10.6.1 Description

10.6.1.1 Directory Assistance List (DA List) Information consists of name, address and telephone number information for all end users of Qwest and other LECs that are contained in Qwest's Directory Assistance Database and, where available, related elements required in the provision of Directory Assistance Service to CLEC's end users. No prior authorization from CLEC shall be required for Qwest to sell, make available, or release CLEC's end user Directory Assistance Listings to directory assistance providers. In the case of end users who have non-published listings, Qwest shall provide the end user's local Numbering Plan Area (NPA), address, and an indicator to identify the non-published status of the listing to CLEC; however, Qwest will not provide the non-published telephone number.

10.6.1.2 Qwest will provide DA List Information via initial loads and daily updates either by means of a magnetic tape or Network Data Mover (NDM) or as otherwise mutually agreed upon by the Parties. Qwest will provide all changes, additions or deletions to the DA List Information overnight on a daily basis. The Parties will use a mutually agreed upon format for the data loads.

10.6.1.3 DA List Information shall specify whether the Qwest subscriber is a residential, business, or government subscriber, and the listings of other Carriers will specify such information where it has been provided on the Carrier's listing order.

10.6.1.4 In the event CLEC requires a reload of DA List Information from Qwest's database in order to validate, synchronize or reconcile its database, a reload will be

made available according to the rate specified in Exhibit A.

10.6.1.5 Qwest and CLEC will cooperate in the designation of a location to which the data will be provided.

10.6.2 Terms and Conditions

10.6.2.1 Qwest grants to CLEC, as a competing provider of telephone Exchange Service and telephone toll service, access to the Directory Assistance List Information Option 1) solely for the purpose of providing Directory Assistance Services, or Option 2) for purposes of providing Directory Assistance Services and for other lawful purposes, except that listings included in Qwest's Directory Assistance List information and marked as nonpublished or nonlisted listings, or listings marked with an "omit from lists" indicator shall not be used for marketing purposes, subject to the terms and conditions of this Amendment. CLEC will advise Qwest when it orders Qwest's Directory Assistance List Information whether it chooses Option 1 or 2. As it pertains to the use of Directory Assistance List Information in this Amendment, "Directory Assistance Service" shall mean the provision, by CLEC via a live operator or a mechanized system, of telephone number and address information for an identified telephone service end user or the name and/or address of the telephone service end user for an identified telephone number. Should CLEC cease to be a Telecommunications Carrier, a competing provider of telephone Exchange Service or telephone toll service, this access grant automatically terminates.

10.6.2.1.1 Qwest shall make commercially reasonable efforts to ensure that listings belonging to Qwest retail end users provided to CLEC in Qwest's DA List Information are accurate and complete. All third party DA List Information is provided AS IS, WITH ALL FAULTS. Qwest further represents that it shall review all of its end user listings information provided to CLEC, including end user requested restrictions on use, such as nonpublished and nonlisted restrictions.

10.6.2.2 CLEC will obtain and timely enter into its Directory Assistance database daily updates of the DA List Information, will implement quality assurance procedures such as random testing for Directory Assistance Listing accuracy, and will identify itself to end users calling its DA service either by company name or operating company number so that end users have a means to identify with whom they are dealing.

10.6.2.3 Reserved for Future Use.

10.6.2.4 Qwest shall retain all right, title, interest and ownership in and to the DA Listing Information it provides hereunder. CLEC acknowledges and understands that while it may disclose the names, addresses, and telephone numbers (or an indication of non-published status) of Qwest's end users to a third party calling its Directory Assistance for such information, the fact that such end user subscribes to Qwest's Telecommunications Services is confidential and Proprietary Information and shall not be disclosed to any third party.

10.6.2.5 CLEC shall not sublicense, copy or allow any third party to access, download, copy or use the DA List Information, or any portions thereof, or any information extracted therefrom. Each Party shall take commercially reasonable and

prudent measures to prevent disclosure and unauthorized use of Qwest's DA List Information at least equal to the measures it takes to protect its own confidential and Proprietary Information, including but not limited to implementing adequate computer security measures to prevent unauthorized access to Qwest's DA List Information when contained in any database.

10.6.2.5.1 Unauthorized use of Qwest's DA List information, or any disclosure to a third party of the fact that an end user, whose listing is furnished in the DA list, subscribes to Qwest's, another Local Exchange Carrier's, Reseller's or CMRS's Telecommunications Services shall be considered a material breach of this Amendment and shall be resolved under the Dispute Resolution provisions of the Agreement.

10.6.2.6 Within five (5) days after the expiration or earlier termination of this Amendment, CLEC shall (a) return and cease using any and all DA List Information which it has in its possession or control, (b) extract and expunge any and all copies of such DA List Information, any portions thereof, and any and all information extracted therefrom, from its files and records, whether in print or electronic form or in any other media whatsoever, and (c) provide a written certification to Qwest from an officer that all of the foregoing actions have been completed. A copy of this certification may be provided to third party Carriers if the certification pertains to such Carriers' DA List Information contained in Qwest's database.

10.6.2.7 CLEC is responsible for ensuring that it has proper security measures in place to protect the privacy of the end user information contained within the DA List Information. CLEC must remove from its database any telephone number for an end user whose listing has become non-published when so notified by Qwest.

10.6.2.8 Audits -- In accordance with the Audit Section of the Agreement, Qwest may request a comprehensive audit of CLEC's use of the DA List Information. In addition to the terms specified in the Audit Section of the Agreement, the following also apply:

10.6.2.8.1 As used herein, "Audit" shall mean a comprehensive review of the other Party's delivery and use of the DA List Information provided hereunder and such other Party's performance of its obligations under this Amendment. Either Party (the "Requesting Party") may perform up to two (2) Audits per 12-month period commencing with the Effective Date of this Amendment. Qwest shall be entitled to "seed" or specially code some or all of the DA List Information that it provides hereunder in order to trace such information during an Audit and ensure compliance with the disclosure and use restrictions set forth in Section 10.6.2.2 above.

10.6.2.8.2 All paper and electronic records will be subject to audit.

10.6.2.9 CLEC recognizes that certain Carriers who have provided DA List Information that is included in Qwest's database may be third party beneficiaries of this Amendment for purposes of enforcing any terms and conditions of the Agreement other than payment terms with respect to their D A List Information.

10.6.2.10 Qwest will provide a non-discriminatory process and procedure for

contacting end users with non-published telephone numbers in emergency situations for non-published telephone numbers that are included in Qwest's Directory Assistance Database. Such process and procedure will be available to CLEC for CLEC's use when CLEC provides its own Directory Assistance and purchases Qwest's Directory Assistance List product.

10.6.3 Rate Elements

Recurring and nonrecurring rate elements for DA List Information are described below and are contained in Exhibit A of this Amendment.

10.6.3.1 Initial Database Load -- A "snapshot" of data in the Qwest DA List Information database or portion of the database at the time the order is received.

10.6.3.2 Reload -- A "snapshot" of the data in the Qwest DA List Information database or portion of the database required in order to refresh the data in CLEC's database.

10.6.3.3 Daily Updates -- Daily change activity affecting DA List Information in the listings database.

10.6.3.4 One-Time Set-Up Fees -- Charges for special database loads.

10.6.3.5 Output Charges -- Media charges resulting from either the electronic transmission or tape delivery of the DA List Information, including any shipping costs.

10.6.4 Ordering

10.6.4.1 CLEC may order the initial DA List Information load or update files for Qwest's local Exchange Service areas in its 14 state operating territory or, where Technically Feasible, CLEC may order the initial DA List Information load or update files by Qwest White Page Directory Code or NPA.

10.6.4.2 Special requests for data at specific geographic levels (such as NPA) must be negotiated in order to address data integrity issues.

10.6.4.3 CLEC shall use the Directory Assistance List Order Form found in the PCAT.

10.7 Toll and Assistance Operator Services

10.7.1 Description

10.7.1.1 Toll and assistance operator services are a family of offerings that assist end users in completing EAS/local and long distance calls. Qwest provides non-discriminatory access to Qwest operator service centers, services and personnel.

10.7.1.1.1 Local Assistance. Assists CLEC end users requesting help or information on placing or completing EAS/local calls, connects CLEC end users to home NPA directory assistance, and provides other information and guidance, including referral to the business office and repair, as may be consistent with

Qwest's customary practice for providing end user assistance.

10.7.1.1.2 IntraLATA Toll Assistance. Qwest will direct CLEC's end user to contact its provider to complete InterLATA toll calls. Nothing in this Section is intended to obligate Qwest to provide any toll services to CLEC or CLEC's end users.

10.7.1.1.3 Emergency Assistance. Provide assistance for handling a CLEC end user's EAS/local and IntraLATA toll calls to emergency agencies, including but not limited to, police, sheriff, highway patrol and fire. CLEC is responsible for providing Qwest with the appropriate emergency agency numbers and updates.

10.7.1.1.4 Busy Line Verification (BLV) is performed when a calling party requests assistance from the operator bureau to determine if the called line is in use. The operator will not complete the call for the calling party initiating the BLV inquiry. Only one BLV attempt will be made per call, and a charge shall apply.

10.7.1.1.5 Busy Line Interrupt (BLI) is performed when a calling party requests assistance from the operator to interrupt a telephone call in progress. The operator will interrupt the busy line and inform the called party that there is a call waiting. The operator will not connect the calling and called parties. The operator will make only one BLI attempt per call and the applicable charge applies whether or not the called party releases the line.

10.7.1.1.6 Quote Service – Provide time and charges to hotel/motel and other CLEC end users for guest/account identification.

10.7.2 Terms and Conditions

10.7.2.1 For facility-based CLECs, Interconnection to Qwest's Operator Services Switch is Technically Feasible at two distinct points on the Trunk Side of the Switch. The first connection point is an operator services trunk connected directly to the Qwest Operator Services host Switch. The second connection point is an operator services trunk connected directly to a remote Qwest Operator Services Switch.

10.7.2.2 Trunk Provisioning and facility ownership must follow Qwest guidelines.

10.7.2.3 In order for CLEC to use Qwest's operator services as a facility-based CLEC, CLEC must provide an operator service trunk between CLEC's end office and the Interconnection point on the Qwest operator services Switch for each NPA served.

10.7.2.4 The technical requirements of operator service trunk are covered in the Operator Services Systems Generic Requirement (OSSGR), Telcordia document FR-NWT-000271, Section 6 (Signaling) and Section 10 (System Interfaces) in general requirements form.

10.7.2.5 Each Party's operator bureau shall accept BLV and BLI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLI traffic between the Parties' networks.

10.7.2.6 CLEC will provide separate no-test trunks (not the local/IntraLATA trunks)

to the Qwest BLV/BLI hub or to the Qwest Operator Services Switches.

10.7.2.7 Qwest will perform Operator Services in accordance with operating methods, practices, and standards in effect for all its end users. Qwest will respond to CLEC's end user calls to Qwest's operator services according to the same priority scheme as it responds to Qwest's end user calls. Calls to Qwest's operator services are handled on a first come, first served basis, without regard to whether calls are originated by CLEC or Qwest end users.

10.7.2.8 Qwest will provide operator services to CLEC where Technically Feasible and facilities are available. Qwest may from time-to-time modify and change the nature, extent, and detail of specific operator services available to its retail end users, and to the extent it does so, Qwest will provide forty five (45) days advance written notice to CLEC of such changes.

10.7.2.9 Qwest shall maintain adequate equipment and personnel to reasonably perform the Operator Services. CLEC shall provide and maintain the facilities necessary to connect its end users to the locations where Qwest provides the Operator Services and to provide all information and data needed or reasonably requested by Qwest in order to perform the Operator Services.

10.7.2.10 Call Branding is an optional service available to CLEC. Call Branding announces CLEC's name to CLEC's end user at the start of the call and at the completion of the call. If CLEC selects the Call Branding option, Qwest will provide Call Branding to CLEC where Technically Feasible.

a) Front End Brand – Announces CLEC's name to CLEC's end user at the start of the call. There is a nonrecurring charge to setup and record the Front End Brand message.

b) Back End Brand – Announces CLEC's name to CLEC's end user at the completion of the call. There is a nonrecurring charge to setup and record the Back End Brand message.

10.7.2.11 Call branding for toll and operator services will entail recording and setup of a brand message. Qwest will record CLEC's branded message. Dedicated interoffice facilities will be required.

10.7.2.12 Call Branding also entails a nonrecurring charge to load CLEC's branded message in each Switch.

10.7.2.13 CLEC's end users may dial "0" or "0+" to access Qwest operator services. A facility-based CLEC may choose to have its end users access Qwest operators by dialing a unique number or by using the same dialing pattern as Qwest end users.

10.7.2.14 Reserved for Future Use.

10.7.3 Rate Elements

Qwest toll and assistance operator services are offered under two pricing options. Option A

offers a per message rate structure. Option B offers a work second and a per call structure. Applicable recurring and nonrecurring rate elements are detailed below and in Exhibit A of this Amendment.

10.7.3.1 Option A - Operator Services Rate Elements

10.7.3.1.1 Operator Handled Calling Card – For each completed calling card call that was dialed 0+ where the operator entered the calling card number.

10.7.3.1.2 Machine Handled Calling Card – For each completed call that was dialed 0+ where the end user entered the required information, such as calling card number.

10.7.3.1.3 Station Call – For each completed station call, including station sent paid, collect, third number special Billing or 0- calling card call.

10.7.3.1.4 Person Call – For each completed person to person call regardless of the Billing used by the end user.

10.7.3.1.5 Connect to Directory Assistance – For each operator placed call to directory assistance.

10.7.3.1.6 Busy Line Verify – For each call where the operator determines that conversation exists on a line.

10.7.3.1.7 Busy Line Interrupt – For each call where the operator interrupts conversation on a busy line and requests release of the line.

10.7.3.1.8 Operator Assistance – For each EAS/local call, whether completed or not, that does not potentially generate an operator surcharge. These calls include, but are not limited to: calls given the DDD rate because of transmission problems; calls where the operator has determined there should be no charge, such as Busy Line Verify attempts where conversation was not found on the line; calls where the end user requests information from the operator and no attempt is made to complete a call; and calls for quote service.

10.7.3.1.9 "Completed call" as used in this Section shall mean that the end user makes contact with the location, telephone number, person or extension designated by the end user.

10.7.3.2 Option B - Per Work Second and Computer Handled Calls

10.7.3.2.1 Operator Handled - CLEC will be charged per work second for all calls originating from its end users and facilities that are routed to Qwest's operator for handling. Work second charging begins when the Qwest operator position connects with CLEC's end user and terminates when the connection between the Qwest operator position and CLEC's end user is terminated.

10.7.3.2.2 Machine Handled - calls that are routed without operator intervention. Machine handled calls include, but are not limited to, credit card

calls where the end user enters the calling card number, calls originating from coin telephones where the computer requests deposit of coins, additional end user key actions, recording of end user voice, etc.

10.7.3.3 Call Branding Nonrecurring Charge. Qwest will charge to CLEC a nonrecurring setup and recording fee for establishing Call Branding and loading each Switch with CLEC's branded message. CLEC must pay such nonrecurring charges prior to commencement of the service. The nonrecurring set-up and recording charge will apply each time CLEC's brand message is changed. The nonrecurring charge to load the Switches with CLEC's branded message will be assessed each time there is any change to the Switch.

10.7.4 Ordering Process

CLEC will order Operator Services by completing the "Qwest Operator Services/Directory Assistance Questionnaire for Local Service Providers." Copies of this questionnaire may be obtained from CLEC's designated Qwest account manager.

10.7.5 Billing

10.7.5.1 Qwest will track usage and bill CLEC for the calls placed by CLEC's end users and facilities.

10.7.5.2 Qwest will compute CLEC's invoice based on both Option A (Price Per Message) and Option B (Price Per Work Second and Computer Handled Calls). Qwest will charge CLEC whichever option results in a lower charge.

10.7.5.3 If, due to equipment malfunction or other error, Qwest does not have available the necessary information to compile an accurate Billing statement, Qwest may render a reasonably estimated bill, but shall notify CLEC of the methods of such estimate and cooperate in good faith with CLEC to establish a fair, equitable estimate. Qwest shall render a bill reflecting actual billable quantities when and if the information necessary for the Billing statement becomes available.

PV-2873-03-339

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:

David L Dunning
 Polar Telecom
 110 4th St &
 Park River ND 58270

2. Article Number

(Transfer from service label)

7002 2410 0003 4912 3723

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-Z-0985

COMPLETE THIS SECTION ON DELIVERY

A. Signature

[Signature]
 X *[Signature]*

Agent
 Addressee

B. Received by (Printed Name)

Jan Casard

C. Date of Delivery

8-18-03

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

Yes

PV-2873-03-339

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:

David L Dunning
 Polar Telecom
 110 4th St &
 Park River ND 58270

2. Article Number

(Transfer from service label)

7002 2410 0003 4912 3181

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-Z-0985

COMPLETE THIS SECTION ON DELIVERY

A. Signature

[Signature]
 X *[Signature]*

Agent
 Addressee

B. Received by (Printed Name)

Janice Casard

C. Date of Delivery

7-7-03

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

Yes