



418 East Broadway, Suite 9 • Bismarck, ND 58501  
Phone: 701-222-3485 • Fax: 701-222-3091  
Email: [olsonpc@midconetwork.com](mailto:olsonpc@midconetwork.com)

July 24, 2008

Ms. Illona Jeffcoat-Sacco  
North Dakota Public Service Commission  
600 E. Boulevard Avenue, Dept. 408  
Bismarck, ND 58505-0480

**RE: *Midcontinent Communications, a South Dakota partnership v. Missouri Valley Communications, Inc.***  
***Case No. PU-08-61***  
***OAH No. 20080079***  
***Our File No. 28-16***

Dear Ms. Jeffcoat-Sacco:

Enclosed please find one original and eight copies of the following document:

- 1. Late-filed Exhibit C8 including Attachments 1-5***
- 2. Late-filed Exhibit C9***
- 3. Affidavit of Service by Mail***

If you have any questions regarding the same, please do not hesitate to contact my office.

Sincerely,

John M. Olson  
Attorney at Law

*JMO/tbb*

enclosures  
cc: *ALJ Allen C. Hoberg*  
*David Hogue*  
*Mary Lohnes*  
*J.G. Harrington*  
*Nancy Vogel*  
*Annette Bendish*

56 PU-08-176 Filed 07/24/2008 Pages: 26  
Late Filed Exhibit C8 and Late Filed Exhibit C9  
Midcontinent Communications  
John M. Olson, P.C.

29 **PU-08-61** Filed: 7/24/2008 Pages: 26  
**Late Filed Exhibit C8 and Late Filed Exhibit C9**

Midcontinent Communications

John M. Olson, P.C.

Late Filed Exhibit C-8  
Midcontinent Communications

This late filed exhibit responds to a request from President Wefald for information concerning when Midcontinent obtained the ability to resell service in the Williston exchange.

The following chronology describes the events that led to the current resale agreement:

Date	Event
March, 1999	Midcontinent and U S West execute an interconnection agreement. This agreement covers all U S West exchanges, including Williston, and provides for facilities-based interconnection, unbundled elements and wholesale resale. The agreement was filed with the Commission and approved in Docket No. PU-1945-99-125.
October 31, 2000	Sale of Williston exchange from U S West to Citizens Communications is completed. As part of sale, Citizens agrees to assume obligations under existing U S West agreements.
May 18, 2001	Midcontinent receives an "Agreement to Modify and Assume Obligations Under an Interconnection Agreement" from Citizens. A copy of this agreement is attached to this exhibit as Attachment 1. This was approved by the commission in case number PU-2483-01-48.
September 22, 2002	Midcontinent receives a letter from Citizens indicating that the Williston exchange is to be sold to Missouri Valley Communications.
February 3, 2003	Midcontinent receives a second letter from Citizens concerning the sale of the Williston exchange to Missouri Valley. The letter indicates that the buyers are aware of Midcontinent's existing agreement and "will offer to provide interconnection under the existing agreement until new agreements can be completed." A copy of the letter is attached to this exhibit as Attachment 2.
February 10, 2003	Midcontinent requests that Missouri Valley

	honor the interconnection agreement between Citizens and Midcontinent following the transfer of the Williston assets. A copy of the letter is attached to this exhibit as Attachment 3. A second copy of the letter is sent to Missouri Valley on March 25.
March 27, 2003	Missouri Valley informs Midcontinent that it "will honor the current Interconnection Agreement that is in place between Citizens and Midcontinent Communications until a new Agreement can be negotiated." A copy of this letter is attached to this exhibit as Attachment 4.
November 4, 2003	Missouri Valley informs Midcontinent that it is terminating the previous agreement, subject to negotiation of a new agreement. A copy of the letter is attached to this exhibit as Attachment 5.
December 3, 2004	Commission approves negotiated resale agreement between Midcontinent and Missouri Valley. <i>See</i> Docket No. PU-04-638. This is the agreement under which Midcontinent and Missouri Valley have been operating since that time.

**STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION**

**Citizens Telecommunications Company of North  
Dakota/Midcontinent Communications  
Interconnection Agreement  
Application**

**Case No. PU-2483-01-48**

**ORDER APPROVING INTERCONNECTION AGREEMENT**

**March 28, 2001**

On January 31, 2001, Citizens Telecommunications Company of North Dakota (Citizens) filed an application for approval of an interconnection agreement negotiated with Midco Communications, Inc., d/b/a Midcontinent Communications, Inc. of Sioux Falls, South Dakota. This agreement sets forth terms and conditions under which Citizens will assume the obligations of a previously approved agreement between Qwest and Midcontinent Communications.

The agreement was 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.

On February 7, 2001, the Commission issued a Notice of Opportunity to File Written Comments which provided that the Commission would receive written comments on the agreement until March 15, 2001. No comments have been received.

The Commission has reviewed the agreement and finds that it does not discriminate against a telecommunications carrier that was not a party to the agreement. The Commission further finds that implementation of the agreement is not inconsistent with the public interest, convenience and necessity.

## Order

The Commission orders:

1. The interconnection agreement negotiated between Midcontinent Communications and Citizens Telecommunications Company of North Dakota, filed with the Commission on January 31, 2001, is APPROVED.
2. The Commission retains continuing jurisdiction over the agreement at all times.
3. Notice of any changes to the agreement must be filed promptly with the Commission
4. The agreement must not be assigned, assumed or otherwise transferred without the approval of the Commission
5. Each party to the agreement shall respond reasonably and in good faith to the other party's requests to implement the agreement

### PUBLIC SERVICE COMMISSION

---

**Anthony T. Clark**  
Commissioner

---

**Susan E. Wefald**  
President

---

**Leo M. Reinbold**  
Commissioner

**Attachment 1**

Citizens Agreement  
May 18, 2001



3. Central Office	Change From:	Change To:
Name:	GWINNER	GWINNER
NPA/NXX:	701/678	701/678
CLLI:	GWNRNDBC	GWNRNDBC
Switch Type:	DMS RSC HOST: WFRGNDBC28G	DMS RSC HOST: WFRGNDBC28G
Equal Access:	YES	YES
Wire Center V & H :	V-5793 H-5251	V-5793 H-5251
Rate Center V & H :	V-5794 H-5252	V-5794 H-5252
IntraLATA Tandem:	FARGNDBC12T	FARGNDBC12T
LATA	636	636
Toll Recording	WFRGNDBC28G	WFRGNDBC28G

4. Central Office	Change From:	Change To:
Name:	LISBON	LISBON
NPA/NXX:	701/683	701/683
CLLI:	LSBNNDBCRS6	LSBNNDBCRS6
Switch Type:	AXE RSC HOST: FARGNDBCDS1	AXE RSC HOST: FARGNDBCDS1
Equal Access:	YES	YES
Wire Center V & H :	V-5751 H-5270	V-5751 H-5270
Rate Center V & H :	V-5751 H-5270	V-5751 H-5270
IntraLATA Tandem:	FARGNDBC12T	FARGNDBC12T
LATA	636	636
Toll Recording	FARGNDBCDS1	FARGNDBCDS1

5. Central Office	Change From:	Change To:
Name:	PEMBINA/ST. VINCENT	PEMBINA/ST. VINCENT
NPA/NXX:	218/823; 701/825;	218/823; 701/825;
CLLI:	PMBNNDBCRS8	PMBNNDBCRS8
Switch Type:	AXE RSC HOST: GDFRNDBCDS1	AXE RSC HOST: GDFRNDBCDS1
Equal Access:	YES	YES
Wire Center V & H :	V-5220 H-5413	V-5220 H-5413
Rate Center V & H :	V-5220 H-5412	V-5220 H-5412
IntraLATA Tandem:	GDFRNDBC12T	GDFRNDBC12T
LATA	636	636
Toll Recording	GDFRNDBCDS1	GDFRNDBCDS1

6. Central Office	Change From:	Change To:
Name:	WATFORD CITY	WATFORD CITY
NPA/NXX:	701/842	701/842
CLLI:	WTCYNDBA84G	WTCYNDBA84G
Switch Type:	DMS 10	DMS 10
Equal Access:	YES	YES
Wire Center V & H :	V-5754 H-6156	V-5754 H-6156
Rate Center V & H :	V-5754 H-6155	V-5754 H-6155
IntraLATA Tandem:	BSMKNDBC12T	BSMKNDBC12T
LATA	638	638
Toll Recording	WTCYNDBA84G	WTCYNDBA84G

7. Central Office	Change From:	Change To:
Name:	WILLISTON	WILLISTON
NPA/NXX:	701/572; 701/774	701/572; 701/774
CLLI:	WLSTNDBCDS1	WLSTNDBCDS1
Switch Type:	DMS 100	DMS 100
Equal Access:	YES	YES
Wire Center V & H :	V-5697 H-6226	V-5697 H-6226
Rate Center V & H :	V-5699 H-6226	V-5699 H-6226
IntraLATA Tandem:	BSMKNDBC12T	BSMKNDBC12T
LATA	638	638
Toll Recording	WLSTNDBCDS1	WLSTNDBCDS1

8. Central Office	Change From:	Change To:
Name:	WYNDMERE	WYNDMERE
NPA/NXX:	701/439	701/439
CLLI:	WYNDNDBARS4	WYNDNDBARS4
Switch Type:	DMS RSC HOST: WFRGNDBC28G	DMS RSC HOST: WFRGNDBC28G
Equal Access:	YES	YES
Wire Center V & H :	V-5756 H-5180	V-5756 H-5180
Rate Center V & H :	V-5756 H-5180	V-5756 H-5180
IntraLATA Tandem:	FARGNDBC12T	FARGNDBC12T
LATA	636	636
Toll Recording	WFRGNDBC28G	WFRGNDBC28G



September 26, 2002

Midcontinent Communications  
410 S. Phillips Ave  
Sioux Falls, SD 57104

Attn: Tom Simmons

The North Dakota Public Service Commission has scheduled two hearings, to discuss the transfer of ownership of local telephone operations, in Watford City and Alexander, ND to Reservation Telephone Cooperative and in Williston, ND to Missouri Valley Communications, Inc., a subsidiary of Nemont Telephone Cooperative, Inc. based in Scobey, Montana, from Frontier, a Citizens Communications Company.

The hearings will be held at the following locations:

Watford City  
City Hall  
Heritage Room  
213 2nd Street NE  
Watford City, ND  
Tuesday, October 22, 2002  
10:00 AM Central Time

&

Williams County Courthouse  
Memorial Room  
205 East Broadway  
Williston, ND  
Tuesday, October 22, 2002  
2:00 PM Central Time

If you have comments that you would like the Commission to consider regarding the transfer of ownership and the granting of a Certificate of Public Convenience and Necessity, but are unable to participate in person, you may submit your comments in advance of the hearing by contacting the Commission at (701) 328-2400.

Sincerely,

A handwritten signature in black ink, appearing to read "Dean Jackson", written over a horizontal line.

Dean Jackson  
AVP - Integration

5600 Headquarters Drive  
P.O. Box 251209  
Plano, TX 75025-1209



W. Tom Simmons  
Vice President – Telephone Services  
Midcontinent Communications  
410 S. Phillips Ave.  
Sioux Falls, SD 57104-6824

May 18, 2001

Dear Mr. Simmons:

Effective November 1, 2000, Citizens Communications will now acquire the telephone assets once belonging to Qwest in the state of North Dakota. To better serve you as one of our CLEC customers, we request the following information be completed and returned to us at your earliest convenience.

- 1) CMAQ – CLEC Master Account Questionnaire. Please fax this to the Interconnection Coordinator at (469) 365-4815. (If you have already faxed back the CMAQ to the appropriate number, please disregard). We require this information to set up your Master Billing Account prior to processing orders. Citizens can not process any orders without this set-up being completed.
- 2) Please provide Citizens Communications with a Federal and /or State Tax Exemption forms, if appropriate. Until this has been received your monthly billing will incur Federal and State Taxes
- 3) Two helpful contact numbers, which are described in the guide below are:
  - Competitive Resources Administration Group (ordering) – 866/444-2532
  - Local Repair – 800/921-8104
- 4) Citizens Local Interconnection Guide can be accessed by going to the Citizens Communications web site at [www.citizenscommunications.com](http://www.citizenscommunications.com). Click on the About Us tab and scroll down to Interconnection and click there. This will bring up a login and password screen.

LOGIN = CLEC  
PASSWORD = guide

A list of different guides will appear. Please check the Local Interconnection Guide regularly for new updates. Adobe Acrobat Reader is required in order to view the specific guide files.

- 5) Citizens Communications now offers EZLocal, a way to use the LSR (Local Service Request) order entry application. EzLocal supports the standard Ordering and Billing Forum (OBF) forms. Sign up for EZLocal by visiting the Citizens website listed above and click on EZLocal.

Thanks in advance for your immediate attention to the above requested information. If you should have any question or concerns, please feel free to contact me at the number provided below. Citizens Communications looks forward to many successful and rewarding years doing business together.

Regards,

A handwritten signature in cursive script that reads "Jenny Smith". To the right of the signature is a small circular stamp or mark.

Jenny Smith  
Manager, Interconnection Services  
916/691-5544 - Voice  
916/691-5546 - Fax  
[jcsmith@czn.com](mailto:jcsmith@czn.com)

Enclosures

**AGREEMENT TO MODIFY AND ASSUME OBLIGATIONS UNDER AN  
INTERCONNECTION AGREEMENT**

This agreement to modify and assume obligations under an Interconnection Agreement is made by and among Citizens Telecommunications Company of North Dakota ("PURCHASER") and «Midco Communications, Inc.». This agreement is made in reference to the following facts:

A. U S WEST Communications, Inc. n/k/a Qwest Corporation ("Qwest"), and PURCHASER, successor by assignment from Citizens Utilities Company are parties to an Asset Purchase Agreement dated June 16, 1999, pursuant to which Purchaser has agreed to purchase certain assets and facilities of Qwest comprising 8 telephone exchanges and 16,764 access lines in the State of North Dakota (the "purchased exchanges").

B. PURCHASER and Qwest have filed a joint application with the North Dakota Public Services Commission ("PSC") seeking approval of the sale, transfer of the purchased exchanges from Qwest to PURCHASER. PURCHASER has filed for the Certificate of Public Convenience and Necessity ("CPCN") from the PSC to be the provider of local exchange and exchange access service in the purchased exchanges. The Case Number is PU - 2173 - 99 - 520.

C. «Midco Communications, Inc.» is a competitive local exchange carrier ("CLEC") doing business in some of the purchased exchanges and a wholesale customer of Qwest's under its Interconnection Agreement with Qwest. «Midco Communications, Inc.» desires to continue, to the extent possible, to conduct business in the purchased exchanges under the terms of the Interconnection Agreement if and when PURCHASER takes over operations in the purchased exchanges.

D. PURCHASER wants to (i) minimize any impact upon «Midco Communications, Inc.» (and other wholesale customers) from the transfer of the purchased exchanges to PURCHASER and (ii) avoid, to the extent possible, any disruption in service to «Midco Communications, Inc.» or its customers.

E. With regard to the purchased exchanges, the parties hereto agree that it would be desirable for PURCHASER to assume Qwest's obligations under its existing Interconnection Agreement with «Midco Communications, Inc.» for those exchanges, with certain modifications specified below. The parties recognize that there are certain of Qwest's obligations under the interconnection agreement that PURCHASER will not be able to perform because PURCHASER (i) did not acquire all of the assets and facilities that Qwest uses to fulfill its obligations under that agreement, and (ii) is a smaller entity than Qwest and will not be conducting business in all respects like Qwest.

**NOW, THEREFORE, PURCHASER AND «MIDCO COMMUNICATIONS, INC.» AGREE AS FOLLOWS:**

1. Subject to the modifications set forth in Section 3, below, PURCHASER agrees to assume all of Qwest's rights, obligations, liabilities, duties and interests under the Interconnection Agreement in the purchased exchanges, effective upon the closing date as defined in the Asset Purchase Agreement (the "Agreement Closing Date").

2. Except as set forth in paragraph 3 below, «Midco Communications, Inc.» consents to PURCHASER'S assumption of Qwest's obligations in the purchased exchanges as described in paragraph 1, above.

3. PURCHASER and «Midco Communications, Inc.» each acknowledges and agrees that certain of PURCHASER'S obligations and duties in the purchased exchanges under the Qwest/«Midco Communications, Inc.» Interconnection Agreement are specifically modified as follows:

a. PURCHASER will not be obligated to provide «Midco Communications, Inc.» with electronic gateway access to PURCHASER'S operation support systems, nor any electronic interface for performing pre-ordering, ordering, provisioning, billing, repair or any other operation

support system function at closing. PURCHASER will provide the ability for «Midco Communications, Inc.» to directly place service and dispatch/repair orders to PURCHASER's systems, such that orders "flow through" and re-keying the order is not required, within twelve months after the closing. As part of this initiative, PURCHASER will provide the "front end" systems that will allow «Midco Communications, Inc.» to forward Local Service Requests (LSRs) to PURCHASER over the Internet within ninety (90) days of closing. PURCHASER will need to re-key such orders. PURCHASER commits that the interval for providing services will not be adversely affected due to the lack of a fully mechanized ordering system. Prior to rejecting any order from «Midco Communications, Inc.», PURCHASER will contact «Midco Communications, Inc.» to discuss the reason for rejecting the order, and will accept verbal changes/corrections to the order. «Midco Communications, Inc.» will follow up verbal changes/corrections with a supplemental LSR within 12 business hours. For a complex order, PURCHASER will assign a single person to coordinate implementation of the order.

b. PURCHASER will work with «Midco Communications, Inc.» to develop mechanized billing feeds, including usage data, mechanized order completion notices and firm order confirmations to meet «Midco Communications, Inc.» needs. PURCHASER will make available to «Midco Communications, Inc.», within ninety (90) days of closing, a mechanized data file containing all required billing information, including customer usage information, on a customer-specific basis, such that «Midco Communications, Inc.» is not required to manually enter the billing information in order to bill customers and validate the bill.

c. PURCHASER will supply a copy of the customer's service record to «Midco Communications, Inc.» upon receiving notice from «Midco Communications, Inc.» that it has a letter of authorization from a customer. The service record will be provided via facsimile, within eight normal business hours of notification.

d. PURCHASER will provide updated street address guide information to «Midco Communications, Inc.». This information will be provided in a mechanized data file, on a quarterly basis.

e. PURCHASER will accept fax and telephone orders from «Midco Communications, Inc.» for end user premises and central office dispatch orders. Service orders may be made between 7:30 a.m. and 5:30 p.m. Mountain Standard Time on business days. All telephone orders will be followed up with an LSR within 12 business hours. Repair orders may be made seven (7) days a week, twenty-four (24) hours a day. The person answering the service order or repair call shall generally have the ability to schedule the service or repair during the call. In those instances where a facility check is required (e.g., service to a new location or second line) the «Midco Communications, Inc.» will provide an LSR requesting the facility check along with the preferred premises visit date and time. Within forty-eight (48) hours of receiving the LSR, PURCHASER will, by facsimile (first ninety (90) ) days) and by e-mail thereafter, notify the «Midco Communications, Inc.» of the availability of the requested facility and whether the requested service date and time is available. If the requested date and time are not available, «Midco Communications, Inc.», with the customer on the line, may call PURCHASER to schedule the premises visit. The person answering the call on behalf of PURCHASER will have the ability to schedule the visit. Should the premises visit be rescheduled at this time, «Midco Communications, Inc.» will submit a new LSR reflecting the new visit date. PURCHASER will perform facility checks and key orders into its ordering provisioning system with "scheduling parity".

f. PURCHASER will provide «Midco Communications, Inc.» with standard ordering and repair intervals so «Midco Communications, Inc.» can schedule end user premises and dispatch requests with its customers in an efficient manner. The standard intervals are specified in PURCHASER's Local Interconnection Guide. «Midco Communications, Inc.» requests will be

provided the same level of service as PURCHASER provides to its own customers.

g. PURCHASER will not provide unbundled Local Switching, unbundled Tandem Switching or unbundled Common Transport at closing. PURCHASER is working with other Incumbent Local Exchange Carriers (ILECs) in developing the "UNE-Platform" which rebundles Local Switching, Common Transport and, where appropriate, Tandem Switching. PURCHASER expects to provide the UNE-Platform within ninety (90) days of closing, and commits to provide these UNEs and the UNE-Platform as soon as possible after industry standards are published. PURCHASER will provide local tandem and transit functionality to CLECs for EAS routes served by its end offices.

h. PURCHASER will not be obligated to provide «Midco Communications, Inc.» with Advanced Intelligent Network (AIN) Services on an unbundled basis except in those locations where PURCHASER will be acquiring that functionality from Qwest. PURCHASER does not have an AIN platform and is only acquiring that functionality from Qwest in a few locations. PURCHASER will implement the necessary triggers to ensure Local Number Portability (LNP) to «Midco Communications, Inc.» in purchased exchanges where bona fide requests for LNP are or have been provided.

i. PURCHASER will not be obligated to provide «Midco Communications, Inc.» with Operator Services or Directory Assistance on an unbundled basis. PURCHASER will be acquiring those services from a third party. PURCHASER will provide the same operator services and directory assistance capabilities to resold customers of «Midco Communications, Inc.» as PURCHASER provides to its own retail customers. PURCHASER could act as an intermediary for «Midco Communications, Inc.» to obtain unbundled Operator Services and Directory Assistance but would prefer «Midco Communications, Inc.» obtain those services directly from a third party provider.

j. PURCHASER will not be obligated to provide «Midco Communications, Inc.» with SS7 Services on an unbundled basis. PURCHASER is not acquiring any Signal Transfer Points or Service Control Points/Databases from Qwest. PURCHASER will be acquiring the capabilities required to support the SS7 based services it provides to its end users from a third party. PURCHASER will provide the same SS7 services to resold customers of «Midco Communications, Inc.» that PURCHASER provides to its own retail customers. PURCHASER could act as an intermediary for «Midco Communications, Inc.» to obtain unbundled SS7 Services but would prefer «Midco Communications, Inc.» obtain those services directly from a third party provider.

k. References to the U S WEST/Qwest Local Interconnection Guide will be replaced by references to the Citizens Local Interconnection Guide.

l. PURCHASER will not be obligated to use the specific Qwest operation support systems referenced in the Interconnection Agreement. Instead, after the Agreement Closing Date, PURCHASER will use its own operation support systems, which PURCHASER expects will be functionally equivalent to the operations support systems used by Qwest.

4. Until the Agreement Closing Date, (i) the Interconnection Agreement remains in full force and effect between Qwest and «Midco Communications, Inc.» in the purchased exchanges; (ii) PURCHASER shall not have any obligation or liabilities whatsoever to Qwest or «Midco Communications, Inc.» under the Interconnection Agreement; and (iii) Qwest and «Midco Communications, Inc.» remain liable to each other for any act (or failure to act) occurring before the Agreement Closing Date that constitutes a breach of the Interconnection Agreement, even if any injury or damage for such breach does not occur or is not discovered until after the Agreement Date. With regard to the 8

exchanges being purchased by PURCHASER, «Midco Communications, Inc.» releases Qwest from the Agreement Closing Date forward of any and all of its rights, duties, obligations, liabilities and interests under the Interconnection Agreement relating to those exchanges, except that «Midco Communications, Inc.» does not release Qwest from liability for any act (or failure to act) occurring before the Agreement Closing Date that constitutes a breach of the Interconnection Agreement. While PURCHASER will be assuming Qwest's rights, duties, obligations, liabilities and interests under the Interconnection Agreement in the purchased exchanges, effective on the Agreement Closing Date, Qwest will retain the rights, duties, obligation, liabilities and interests under that Interconnection Agreement for any remaining exchanges within the scope of that agreement.

**Citizens Telecommunications Company  
of North Dakota**

Signature: \_\_\_\_\_

Name (Printed) : \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

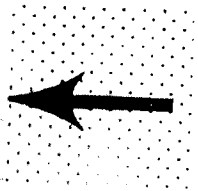
**«Midco Communications, Inc.»**

Signature: \_\_\_\_\_

Name (Printed) : \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Attachment 2**

Citizens Letter  
February 3, 2003

Dear CLEC/Wireless Carrier,

*2<sup>nd</sup> & Final Notice*

*Frontier, a Citizens Communications Company* d/b/a Citizens Telecommunications Company of North Dakota has entered into a series of Asset Purchase Agreements to sell the exchanges in Western North Dakota listed below. This transaction has been approved by state regulators and the FCC. Accordingly, the transfer of these exchanges to the Buyer(s) is scheduled for April 1, 2003 at 12:01am.

<u>Exchange</u>	<u>NPA/NXX</u>	<u>Buyer</u>
Alexander, ND	701, 828	Reservation Telephone Cooperative
Watford City, ND	701, 842	Reservation Telephone Cooperative
Williston, ND	701, 774 701, 572	Missouri Valley Communications

The Buyer(s) have been made aware of existing Interconnection Agreement(s) and have agreed to negotiate new agreements with carriers that have ongoing interconnection activities related to the exchanges they purchase. If the Buyer(s) have not completed negotiations or the North Dakota Public Service Commission has not approved the new negotiated agreement at the time of purchase, the Buyer(s) will offer to provide interconnection under the existing agreement until new agreements can be completed.

If you have any questions, please contact:

Jenny Smith  
Manager, Interconnection Services  
9260 E. Stockton Blvd.  
Elk Grove, CA. 95624  
916-686-3533 voice  
916-686-2236 fax  
jesmith@czn.com

*(Aquisition notice)*

2/3/03

**Attachment 3**

Midcontinent Letter to Missouri Valley  
February 10, 2003



5001 West 41st Street  
Sioux Falls, South Dakota 57106

~~February 10, 2003~~

*March 25, 2003  
Second Request*

Missouri Valley Communications, Inc.  
PO Box 600  
Scobey, MT 59263

RE: Purchase of Williston, ND Exchange from Citizens Communications

We understand that the exchange of Williston, ND from Citizens Communications is nearing completion. Midcontinent Communications has had a Modified Agreement with Citizens Communications, which was a transfer of our Signed, and Approved Agreement with Qwest Communications. Midcontinent requests that Modified Agreement now be transferred to Missouri Valley Communications, Inc.

Please advise what we need to do in order for this Agreement to be transferred to Missouri Valley Communications, Inc.

Sincerely,

Mary Lohnes  
Regulatory Affairs Manager  
Midcontinent Communications  
(605)357-5459

*Over Fifty Years of Service*

**Attachment 4**

Missouri Valley Letter  
March 27, 2003



Missouri Valley

Communications, INC.

TOTAL TELECOMMUNICATIONS

March 27, 2003

Ms. Mary Lohnes  
Midcontinent Communications  
5001 West 41<sup>st</sup> Street  
Sioux Falls, South Dakota 57106

**Re: Interconnection Agreement**

Dear Ms. Lohnes:

Missouri Valley Communications, Inc. (MVCI) of Scobey, Montana, has received the necessary State and Federal approvals to complete the purchase of the Williston, North Dakota exchange from Frontier, a Citizens Communications Company (d/b/a Citizens Telecommunications Company of North Dakota). **The closing and change of control will take place as of 12:01am on April 1, 2003.**

MVCI will honor the current Interconnection Agreement that is in place between Citizens and Midcontinent Communications until a new Agreement can be negotiated. The NPA/NXX numbers included in the Williston exchange are 701-774 and 701-572.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Kathy P. Greenwood  
Finance and Accounting Manager  
Missouri Valley Communications, Inc.  
P.O. Box 600  
Scobey, Montana 59263  
Phone 1-406-783-5654

Cc: Jon Mielke, Executive Secretary  
North Dakota Public Service Commission  
600 East Boulevard  
Bismarck, North Dakota 58505

**Attachment 5**

Missouri Valley Letter  
November 3, 2003



November 4, 2003

Ms. Mary Lohnes  
Regulatory Affairs Manager  
Midcontinent Communications  
5001 West 41<sup>st</sup> Street  
Sioux Falls, SD 57106

MIDCO Communications, Inc.  
Attention: W. Tom Simmons  
Vice President and General Manager  
410 South Phillips Avenue  
Sioux Falls, SD 57104

RE: Termination of Interconnection Agreement between Missouri Valley Communications, Inc., and Midcontinent Communications, Inc.

Dear Ms. Lohnes:

This letter constitutes formal notice of the exercise of Missouri Valley Communications, Inc. (Missouri Valley) of Section 3.1 termination provisions of the interconnection agreement between Citizens and Midcontinent Communications, Inc. (Midcontinent). Missouri Valley agreed to honor the terms of this agreement in correspondence to you dated March 27, 2003.

The terms of Section 3.1 provide that either Party to the agreement may provide written notice to the other Party at least 90 days in advance of the specified date of termination. Missouri Valley hereby specifies a date of termination of February 6, 2004.

The reasons for such termination are similar in nature to the reasons set forth in the agreement between Mid-Continent and Citizens to modify Midcontinent's original interconnection agreement with Qwest. In that modification agreement, Citizens and Midcontinent mutually agreed, among other things, that modification was appropriate because Citizens was purchasing less than all of Qwest's North Dakota assets and that Citizens was a smaller company than Qwest and therefore would not be conducting business in all respects like Qwest (SEE recital "E" on the first page of the Agreement to Modify).

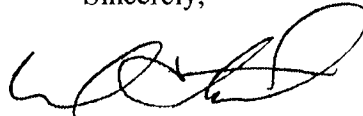
Ms. Mary Lohnes & MIDCO Communications, Inc.  
Termination of Interconnection Agreement  
November 4, 2003  
Page 2

Likewise, Missouri Valley did not acquire all of Citizens' assets in North Dakota and is a smaller company than Citizens and therefore will not be conducting business in all respects like Citizens. Moreover, the terms of the underlying interconnection agreement between Midcontinent and Qwest allow for modification of that agreement in light of subsequent decisions by courts and regulatory agencies. Missouri Valley's intention is, therefore, to negotiate an agreement with Midcontinent that takes into consideration the foregoing considerations.

Missouri Valley will be preparing a standard interconnection agreement as soon as practicable and will forward that agreement to Midcontinent to serve as a starting point for negotiations.

Please feel free to call upon me with questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Strand", with a large, stylized flourish at the end.

Mike Strand  
Counsel for Missouri Valley Communications

Cc: Richard Thronson, General Manager, Missouri Valley Communications

**Late Filed Exhibit C-9**  
Midcontinent Communications

This late filed exhibit responds to a request from President Wefald for information concerning the locations of Midcontinent customers outside the Williston city limits.

Midcontinent has 154 cable, high speed Internet, and phone customers located outside the Williston city limits. All of these customers are located within one mile of the city limits.

There is no specific limit on where Midcontinent will provide telephone service in the Williston exchange. Midcontinent's telephone operations will comply with North Dakota requirements for construction of facilities to customers outside a carrier's current service territory.

STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION

Case No. PU-08-61

Midcontinent Communications, a )  
South Dakota Partnership, )  
 )  
Complainant, )  
vs. )  
 )  
Missouri Valley Communications, Inc., )  
 )  
Respondent. )

**AFFIDAVIT OF SERVICE  
BY MAIL**

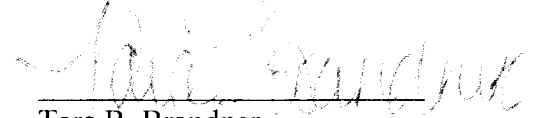
OAH File No. 20080079

STATE OF NORTH DAKOTA )  
 )ss.  
COUNTY OF BURLEIGH )

Tara B. Brandner, being first duly sworn, deposes and says that she is of legal age and that on the 24<sup>th</sup> day of July, 2008, she served the attached **Late-filed Exhibit C8 including Attachments 1-5 and Late-filed Exhibit C9** in this matter upon the following by placing a true and correct copy thereof in an envelope addressed as follows:

David J. Hogue  
Attorney at Law  
Pringle & Herigstad, P.C.  
P.O. Box 1000  
Minot, ND 58702

and depositing the same, with postage prepaid, in the United States mail at Bismarck, North Dakota.

  
Tara B. Brandner

Subscribed and sworn to before me  
this 27 day of July, 2008.

Notary Public  
Burleigh County, State of North Dakota

