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July 8, 2010

RECEIVED

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PUBLIC SERVICE COMMISSION

HAND DELIVERED

Darrell Nitschke
Executive Director
North Dakota Public Service Commission
Capitol
600 East Boulevard, Twelfth Floor
Bismarck, North Dakota 58505

Re: Midcontinent Communications/Turtle Mountain Communications, Inc.
PETITION FOR APPROVAL OF AMENDMENT TO INTERCONNECTION
AGREEMENT

Dear Mr. Nitschke:

Enclosed for filing are the original and seven copies of MIDCONTINENT COMMUNICATION'S
PETITION FOR APPROVAL OF AMENDMENT TO INTERCONNECTION AGREEMENT.

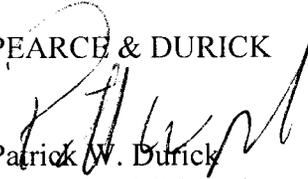
This document is also being transmitted electronically to your office. Also enclosed is an extra
copy of the Petition to be filed stamped and returned in the self-addressed, stamped envelope.

After filing, please set this matter for a hearing. Thank you for your attention to this matter.

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

Sincerely,

PEARCE & DURICK


Patrick W. Durick
Counsel to Midcontinent Communications

PWD/ak

Enclosures

cc: Valerie Wilmer (via email)
Annette Bendish (via email)
Nancy Vogel (via email)
J.G. Harrington (via email)
Patrick Fahn (via email)

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

IN THE MATTER OF:

Case No.

Midcontinent Communications, a)
South Dakota Partnership,)
)
Complainant,)
)
vs.)
)
Turtle Mountain Communications, Inc.)
)
Respondent.)

**MIDCONTINENT COMMUNICATION'S PETITION FOR APPROVAL OF
AMENDMENT TO INTERCONNECTION AGREEMENT**

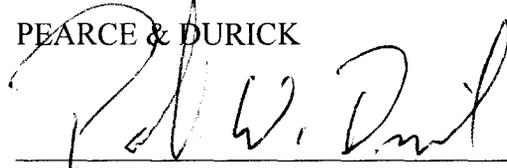
On April 16, 2010, Midcontinent Communications ("Midcontinent") made a Bona Fide Request to Turtle Mountain Communications, Inc. ("Turtle Mountain") for wholesale resale of telecommunications services that Turtle Mountain provides at retail to subscribers who are not telecommunications carriers for the Bisbee, Dunseith and Willow City, North Dakota exchanges and also for an interconnection agreement with Turtle Mountain for the purpose of facilities-based interconnection, the exchange of traffic, number portability and other customary arrangements between incumbent telephone companies such as Turtle Mountain and competitive LECs such as Midcontinent for those exchanges.

Thereafter, Midcontinent and Turtle Mountain voluntarily entered into an AMENDMENT TO INTERCONNECTION AGREEMENT. Said agreement is marked as Exhibit "A" and attached hereto.

WHEREFORE, Midcontinent requests that the Commission enter an Order approving the AMENDMENT TO INTERCONNECTION AGREEMENT pursuant to 47 U.S.C. § 252(e)(1).

Dated this 8 day of July, 2010.

PEARCE & DURICK



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Attorneys for Midcontinent Communications

**AMENDMENT
TO INTERCONNECTION AGREEMENT**

THIS AMENDMENT TO INTERCONNECTION AGREEMENT ("Amendment") dated this day of June by and between Midcontinent Communications, a South Dakota Partnership ("Midcontinent") with offices at 3901 N Louise Avenue, Sioux Falls, 57107 and Turtle Mountain Communications, Inc. ("Turtle Mountain") with offices at 5011th St. West, Bottineau, North Dakota 58318. This Amendment may refer to either Turtle Mountain or Midcontinent or both as a "Party" or "Parties."

W I T N E S S E T H

WHEREAS, TURTLE MOUNTAIN is a local exchange telecommunications company authorized to provide telecommunications services in the state of North Dakota; and

WHEREAS, Midcontinent is a competitive local exchange telecommunications company authorized to provide telecommunications services in the state of North Dakota; and

WHEREAS, the Parties have entered into an agreement pursuant to Sections 251 of the Telecommunications Act of 1996 ("the Act") for wholesale resale of telecommunications services that Turtle Mountain provides at retail to subscribers who are not telecommunications carriers for the Bottineau, Rolla and Rolette, North Dakota exchanges and also for an interconnection agreement with Turtle Mountain for the purpose of facilities-based interconnection, for the exchange of traffic, number portability and other customary arrangements between incumbent telephone companies such as Turtle Mountain and competitive CLECs such as Midcontinent for those exchanges (the "Agreement"), and that agreement has been approved by the North Dakota Public Service Commission (the "Commission"); and

WHEREAS, the Parties wish to amend their Agreement specifically for the purposes of fulfilling their obligations pursuant to Sections 251 of the Act.

NOW THEREFORE, in consideration of the mutual agreements contained herein, TURTLE MOUNTAIN and Midcontinent agree as follows:

1. Substitution of Amended Terms and Conditions

Upon approval of this Amendment by the Commission, the Parties shall substitute the following documents attached hereto for the corresponding documents in their current Agreement:

1.1 General Terms and Conditions

1.1.1 Section 2.2

According to Section 251(f)(1)(C), a rural ILEC does not have a rural exemption from 251 interconnection obligations with respect to a request from a cable operator providing video programming, and seeking to provide any telecommunications service, in the area in which the rural telephone company provides video programming. Accordingly, Turtle Mountain will not have a rural exemption from 251 obligations once it offers video programming in Willow City, Dunseith and Bisbee. Turtle Mountain shall provide Midcontinent a 30 day notice prior to offering video programming to customers located in Willow City, Dunseith and Bisbee.

This amendment shall become effective upon approval by the commission. At that time, Midco may proceed with augmentation of trunks, testing, and other implementation activities. However, Midcontinent shall not offer voice service to customers located in Willow City, Dunseith and Bisbee until the 30 days after receiving notice of Turtle Mountain's offering of video programming. Accordingly, Turtle Mountain is not obligated to accept resale or port orders until such date.

1.1.2 Revised Exhibit 1 - Attached

1.2 Revised Resale Attachment 1 Exhibit B – Area of Resale - Attached

1.3 Ancillary Services Attachment

Section 1.1 ILEC utilizes Qwest and Rolette, Towner and Bottineau Counties for the provision of 911/E-911 services to Rolla, Rolette, Dunseith, Willow City, Bisbee and Bottineau. The CLEC is responsible for connecting to Qwest and populating the appropriate County's database for Rolla, Rolette, Dunseith, Willow City, Bisbee and Bottineau. All relations between Qwest and CLEC are totally separate from this Agreement and ILEC makes no representations on behalf of Qwest and Rolette, Towner and Bottineau Counties.

1.4 Revisions to the Ordering Attachment

1.4.1 Revision to Section 1.2

1.2. Access to retail Customer Proprietary Network Information (CPNI) and Customer Service Record (CSR) will include: billing name, service address, billing address, service and feature

subscription, directory listing information, long distance carrier identity, and PIC freeze indication. A CSR Response will be provided within 24hrs, not including weekends and Old Service Provider observed holidays Parties agree that the representatives will not access the information specified in this subsection without the End User Customer's permission, and verification by the requesting party via Third Party Verification, a Letter of Authorization (LOA) or other means authorized by law, that the customer has agreed to the release of this information.

1.4.2 Revision to section 2.2.1

2.2.1 The New Service Provider (NSP) shall place simple or complex orders for services by submitting a FCC Standard Local Service Request for Simple Port Form ("LSR") to the Old Service Provider (OSP). A simple order request is defined as a port only request that (1) does not involve unbundled network elements (2) involve an account only for a single line (3) does not include complex switch translations (e.g., Centrex, ISDN, AIN services, remote call forwarding, or multiple services on the loop/line, and (4) does not include a reseller. All orders not meeting these criteria shall be complex orders.

1.4.3 Revision to Section 2.2.2

2.2.2 The required Simple Port LSR fields consist of: Account Number, Telephone Number, End User Customer requested and assigned Pass Code (if any), and Zip Code, Customer Carrier Name Abbreviation, Purchase Order Number, Desired Due Date/Time, Requisition Type, Company Code, Telephone Number (Initiator), End-User Line Treatment, New Network Service Provider, Supplemental order notice and Version if applicable. The Parties agree to also include the customer address in the Remarks section of LSR for a simple port request.

1.4.4 Revision to section 2.2.4

2.2.4 The OSP shall bill the NSP a service order charge as specified in the Pricing Attachment for each LSR submitted, regardless of whether that LSR is later supplemented, clarified or cancelled. An individual LSR

will be identified for billing purposes by its Purchase Order Number ("PON).

1.4.5 Revision to section 2.2.5

2.2.5 Orders containing less than 5 lines whether simple or complex shall be provisioned using standard intervals.

2.2.5.1 Effective no later than the February 2, 2011 date required by the FCC or such earlier date agreed upon by the Parties, the Simple Port interval is one business day.

1.4.6 Revision to section 6.1.1

6.1.1 Service orders will be submitted on the FCC Standard Local Service Request Form for simple ports. ILEC format shall not conflict with industry standards nor exceed industry standards.

2. Continuance of Current Arrangements

1. The current Agreement shall remain in effect until such time as this Amendment is approved by the Commission.

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IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

TURTLE MOUNTAIN	Midcontinent
By: _____ Name: Kenneth Carlson Title: General Manager Date: _____	Midcontinent Communications By: <i>Nancy A. Vogel</i> Name: Nancy Vogel Title: Director of Revenue Assurance By Midcontinent Communications Investor LLC Managing Partner of Midcontinent Communications Date: <i>7/8/10</i>

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

TURTLE MOUNTAIN	Midcontinent
By:  Name: Kenneth Carlson Title: General Manager Date: <u>7.6.19</u>	Midcontinent Communications By: _____ Name: Nancy Vogel Title: Director of Revenue Assurance By Midcontinent Communications Investor LLC Managing Partner of Midcontinent Communications Date: _____

Revised Exhibit 1

EAS INTERCONNECTION NETWORK ARRANGEMENTS TABLE

LOCAL CALLING SCOPE AND NPA/NXXS

Exchanges in Local Calling Area	Midcontinent NPA/NXX	Turtle Mountain NPA/NXX
Bottineau	701-534	Bottineau (701-228, 201, 480 & 871) Antler (701-267) Dunseith (701-244 & 472) Kramer (701-359) Landa (701-295) Maxbass (701-268) Metigoshe (701-263) Newburg (701-272) Rolette (701-246 & 560) Souris (701-243) Westhope (701-245) Willow City (701-366)
Rolette	701-560	Rolette (701-246 & 560) Bottineau (701-201, 228, 480, 534 & 871) Bisbee (701-656) Dunseith (701-244 & 472) Rolla (701-477, 278, 550 & 953)
Rolla	701-953	Rolla (701-477, 278, 953 & 550) Rolette (701-246 & 560) Dunseith (701-244, & 472)

Bisbee	N/A*	Bisbee (701-656) Rolette (701-246 & 560)
Dunseith	N/A*	Dunseith (701-244 & 472) Bottineau (701-228, 201, 480, 871 & 534) Metigoshe (701-263) Rolette (701-246 & 560) Rolla (701-477, 278, 953 & 550)
Willow City	N/A*	Willow City (701-366) Bottineau (Bottineau 701- 201, 228, 480, 534 & 871)

Any NPA-NXX codes added to the local calling areas or EAS areas for these exchanges during the term of this Agreement shall be deemed to be added to the list above.

* Midco will obtain numbering resources prior to porting numbers in these exchanges.

REVISED AREA OF RESALE

Exchange Name

Bottineau, North Dakota
Rolette, North Dakota
Rolla, North Dakota Dunseith, North Dakota
Willow City, North Dakota
Bisbee, North Dakota
Dunseith, North Dakota