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October 17, 2012

RECEIVED

OCT 17 2012

PUBLIC SERVICE COMMISSION

Mr. Darrell Nitschke, Executive Secretary
North Dakota Public Service Commission
600 E. Boulevard, Dept. 408
Bismarck, ND 58505-0480

Re: *Approval of the Amendment to the Wireless Interconnection Agreement Negotiated by and between West River Telecommunications Cooperative and North Dakota Network Company d/b/a SRT Wireless, Pursuant to Sections 251(a) and 251(b)(5) of the Telecommunications Act of 1996*

Dear Mr. Nitschke:

Enclosed for filing is the original and two (2) copies of the Amendment to the Wireless Interconnection Agreement negotiated by and between West River Telecommunications Cooperative ("West River") and North Dakota Network Company d/b/a SRT Wireless ("NDNC"). Both Parties respectfully request that the Amendment be reviewed and considered for approval at the Commission's earliest convenience.

John Staurulakis, Inc. ("JSI") is filing the enclosed agreement on behalf of West River and would appreciate that you file the same and return the extra copy stamped "filed" in the enclosed self-addressed, stamped envelope. In addition, an electronic version of the Amendment was sent via e-mail to ndpsc@nd.gov.

Thank you for your assistance in this matter.

Sincerely,

Mark A. Ozanick, Staff Consultant
John Staurulakis, Inc.

cc: Bonnie Krause, West River
Julie Lizotte, NDNC

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Amendment to wireless interconnection agreement

West River Telecommunications Cooperative

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Greenbelt, MD 20770
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1380 Corporate Center Curve, Eagan, MN 55121
phone: 651-452-2660, fax: 651-452-1909

Echelon Building II, Suite 200
9430 Research Blvd., Austin, TX 78759
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547 South Oakview Lane
Bountiful, UT 84010
phone: 801-294-4576, fax: 801-294-5124

**AMENDMENT NO. 2
TO THE WIRELESS INTERCONNECTION AGREEMENT
BY AND BETWEEN
WEST RIVER TELECOMMUNICATIONS COOPERATIVE AND
NORTH DAKOTA NETWORK COMPANY D/B/A SRT WIRELESS**

This is an Amendment ("Amendment") to the Wireless Interconnection Agreement by and between West River Telecommunications Cooperative ("West River") and North Dakota Network Company d/b/a SRT Wireless ("NDNC"), jointly the "Parties."

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into a Wireless Interconnection Agreement ("Original Agreement"), pursuant to 47 U.S.C. §§251 and 252, effective February 15, 2007; and

WHEREAS, On November 18, 2011, the Federal Communications Commission ("FCC") issued a Report and Order and Further Notice of Proposed Rulemaking in CC Docket Nos. 96-45 and 01-92; GN Docket No. 09-51; WC Docket Nos. 03-109, 05-337, 07-135 and 10-90; and WT Docket No. 10-208 as amended (the "USF/ICC Transformation Order"); and

WHEREAS, the Original Agreement contains a "change in law" provision that authorizes the Parties to amend the Agreement to comport with a change in law.

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

AGREEMENT

A. Definitions

1. "Bill-and-Keep" arrangements are those in which carriers exchanging telecommunications traffic do not charge each other for specific transport and/or termination functions or services as defined in 47 C.F.R. §51.713.
2. "InterMTA Traffic" means telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates in one Major Trading Area ("MTA"), as defined in 47 C.F.R. §24.202(a), and terminates in another MTA.
3. "Non-Access Telecommunications Traffic" (IntraMTA Traffic) means telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same MTA.

B. Amendment Terms

1. Pursuant to the FCC's USF/ICC Transformation Order, effective for traffic exchanged on and after July 1, 2012, Bill-and-Keep shall be the compensation methodology for Non-Access Telecommunications Traffic exchanged between West River and NDNC.
2. In the event of a judicial stay or court-ordered vacatur of the FCC's USF/ICC Transformation Order that change reciprocal compensation rules for Non-Access Telecommunications Traffic, the per minute of use reciprocal compensation rates of the Original Agreement shall be applied in lieu of Bill-and-Keep.
 - 2.1 In the case of a judicial stay, the Parties will apply the reciprocal compensation rates from the Original Agreement prospectively from the date the stay is issued. If/when such a judicial stay is subsequently lifted, the Parties will move to Bill-and-Keep, unless there is a court-ordered vacatur.
 - 2.2 In the case of a court-ordered vacatur, the Parties will true-up the rates and apply such rates retroactively back to July 1, 2012, unless the court-ordered vacatur expressly provides for a different effective date.
3. InterMTA Traffic - The Parties agree that traffic that is directly or indirectly delivered, may be rated and recorded as IntraMTA Traffic, but may have originated and terminated in different MTAs and therefore, is InterMTA Traffic subject to switched access compensation.
 - 3.1 Recognizing that neither Party currently has a way of accurately measuring this InterMTA Traffic, the Parties agree, for the purposes of this Amendment, to an initial InterMTA factor of zero percent (0%) as an estimate of InterMTA Traffic (the "InterMTA Factor"). The Parties agree to work cooperatively to conduct traffic studies within six (6) months of the effective date of this Amendment to establish a new InterMTA Factor.
 - 3.2 Further, the Parties agree that this Amendment is intended primarily for the exchange of IntraMTA Traffic. Because of the mobile nature of NDNC's customers, the Parties acknowledge that a *de minimus* amount of InterMTA Traffic can be delivered directly over the interconnection trunks or indirectly *via* the third party tandem; however, excessive or unreasonable amounts of other identifiable InterMTA Traffic shall not be delivered in this manner and shall not be common practice.
 - 3.3 The Parties agree to review the InterMTA Factor on a periodic basis and, if warranted by the actual usage, revise the factor appropriately. Both Parties shall cooperate in exchanging necessary records and information required to conduct such reviews, including but not limited to traffic studies. Each Party shall have the right to conduct a review or request a traffic study to revise the InterMTA Factor no more than one time in a consecutive 12-month period.
4. In accordance with FCC Rule 47 C.F.R. §51.709(c) for Non-Access Telecommunications Traffic exchanged between West River and NDNC, West River will be responsible for transport to NDNC's interconnection point when it is located within West River's service area. When NDNC's interconnection point is located outside West River's service area,

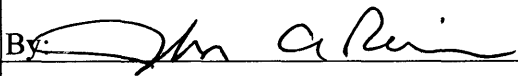
West River's transport and provisioning obligation stops at its meet point and NDNC is responsible for the remaining transport to its interconnection point including any transit charges imposed by the third-party tandem provider (the "Rural Transport Rule").

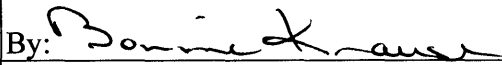
5. Call Signaling. The Calling Party Number ("CPN") associated with the End-User Customer originating the call must be provided as required by FCC rules (47 C.F.R. §64.1601). The CPN shall not be altered. The CPN will be provided by each Party in conjunction with all traffic it exchanges to the extent required by industry standards and FCC rules. The CPN follows the North American Numbering Plan Administration ("NANPA") standards and can be identified in numbering databases and the LERG as an active number. The CPN is assigned to an active End-User.
6. The Parties will connect their networks using SS7 as defined in applicable industry standards including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for Common Channel Signaling ("CCS")-based features to facilitate interoperability of CLASS features and functions between their respective networks. Signaling information shall be shared between the Parties at no charge to either Party.
7. In order to process, track and monitor the traffic that is being exchanged, the Parties agree to cooperate with one another on the exchange of all appropriate CCS messages, for call set-up, including without limitation ISUP and TCAP messages.
8. Updated Contacts –

West River Telecommunications Cooperative	NDNC
<u>For Official Notices:</u> West River Telecommunications Cooperative Attn: CEO/GM P.O. Box 467 Hazen, ND 58545 Phone: 701-748-2211 Fax: 701-748-6800 <u>For Billing:</u> West River Telecommunications Cooperative Attn: Accounting Manager P.O. Box 467 Hazen, ND 58545 Phone: 701-748-2211 Fax: 701-748-6800	For Official Notices: Julie Lizotte, Director of Regulatory Affairs NDNC P.O. Box 2027 Minot, ND 58701-2027 Phone: 701-858-5233 Fax: 701-858-1426 For Billing: Julie Lizotte, Director of Regulatory Affairs NDNC P.O. Box 2027 Minot, ND 58701-2027 Phone: 701-858-5233 Fax: 701-858-1426

9. This Amendment shall be effective July 1, 2012.
10. This Amendment shall remain effective as long as the Agreement remains effective between the Parties, subject to future changes of law.
11. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives.
12. Except as expressly set forth herein, the terms and conditions of the Original Agreement shall remain in full force and effect without change.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

North Dakota Network Company d/b/a SRT Wireless	
By: 	
Name: John A. Reiser	
Title: COO / Assistant GM	
Date: 10-1-12	

West River Telecommunications Cooperative	
By: 	
Name: Bonnie Krause	
Title: CEO / GM	
Date: 10-8-12	