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August 3, 2017

HAND DELIVERED

Mr. Darrell Nitschke
Executive Director
N.D. Public Service Commission
600 East Boulevard, Twelfth Floor
Bismarck, ND 58505

RE: Midcontinent Communications/North Dakota Telephone Company
Petition for Approval of Eighth Amendment to Interconnection Agreement

Dear Mr. Nitschke:

Enclosed for filing please find an original Midcontinent Communication's Petition for Approval of Eighth Amendment to Interconnection Agreement with attached Exhibit A-Eighth Amendment to Interconnection Agreement. This document is also being transmitted electronically to your office.

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 PLLC

ZACHARY E. PELHAM

ZEP/ak
Enclosure
cc: David Dircks
N.D. Telephone Co.

1 PU-17-301 Filed: 8/3/2017 Pages: 8
Eighth amendment to interconnection agreement

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

| | | |
|---------------------------------|---|----------|
| IN THE MATTER OF: |) | Case No. |
| |) | |
| Midcontinent Communications, a |) | |
| South Dakota Partnership, |) | |
| |) | |
| Complainant, |) | |
| |) | |
| vs. |) | |
| |) | |
| North Dakota Telephone Company, |) | |
| |) | |
| Respondent. |) | |

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

On March 30, 2017, Midcontinent Communications ("Midcontinent") made a Bona Fide Request to North Dakota Telephone Company ("NDTC") for wholesale resale of telecommunications services that NDTC provides at retail to subscribers who are not telecommunications carriers for the Cando and Starkweather, North Dakota, exchanges and also for an interconnection agreement with NDTC for the purpose of facilities-based interconnection, the exchange of traffic, number portability and other customary arrangements between incumbent telephone companies such as NDTC and competitive LECs such as Midcontinent for that exchange.

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

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

Dated this 3rd day of August, 2017.

PEARCE DURICK PLLC

By

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Attorneys for Midcontinent Communications

**EIGHTH AMENDMENT
TO INTERCONNECTION AGREEMENT**

THIS AMENDMENT TO INTERCONNECTION AGREEMENT ("EIGHTH Amendment") this 1 day of AUGUST, 2017, and effective as herein provided by and between Midcontinent Communications, a South Dakota Partnership ("Midcontinent") with offices at 3901 N Louise Avenue, Sioux Falls, SD 57107 and North Dakota Telephone Company ("NDTC") with offices at 211 22nd St NW, PO Box 180, Devils Lake, ND 58301. This Amendment may refer to either NDTC or Midcontinent or both as a "Party" or "Parties."

WITNESSETH

WHEREAS, NDTC 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 (the "Agreement") pursuant to Sections 251 of the Telecommunications Act of 1996 ("the Act") for the purposes of resale of NDTC service, and that agreement has been approved by the North Dakota Public Service Commission (the "Commission"); and

WHEREAS, the Agreement was amended by Amendment to Interconnection Agreement (the "Amendment") effective March 31, 2008 and the Amendment has been approved by the North Dakota Public Service Commission (the "Commission"); and

WHEREAS, the Agreement was further amended by Amendment to Interconnection Agreement (the "Amendment") effective July 31, 2009 and the Amendment has been approved by the North Dakota Public Service Commission (the "Commission"); and

WHEREAS, the Agreement was further amended by a Third Amendment to Interconnection Agreement (the "Amendment") effective July 31, 2010; further amended by Fourth Amendment effective January 1, 2012; a Fifth Amendment effective September 2012; Sixth Amendment effective April 2013; and a Seventh Amendment effective March 1, 2016 and all the Amendments have been approved by the North Dakota Public Service Commission (the "Commission"); and

WHEREAS, the Parties wish to further amend their Agreement and amendments thereto (the "EIGHTH Amendment") 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, NDTC and Midcontinent agree as follows:

1. Substitution of Amended Terms and Conditions

Upon approval of this EIGHTH 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

The resale and facilities based provisions of this Agreement shall be effective in the Cando and Starkweather exchanges as provided in this section.

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, North Dakota Telephone Company ("NDTC") will not have a rural exemption from 251 obligations once it offers video programming in Cando and Starkweather. NDTC shall provide Midcontinent a 30 day notice prior to offering video programming to customers located in Cando and Starkweather.

This amendment shall become effective upon approval by the commission. Midcontinent may proceed with augmentation of trunks, testing, and other implementation activities. However, Midcontinent shall not offer voice service to customers located in Cando and Starkweather until the 30 days after receiving notice of NDTC's offering of video programming in each of those cities. Accordingly, NDTC is not obligated to accept resale or port orders in each of those cities until such date.

1.1.2 Exhibit 1 from Seventh Amendment - Attached

1.5 Ancillary Services Attachment

Section 1.1

ILEC utilizes McHenry County, Ramsey County, Wells County, Sheridan County, Eddy County, Pierce County and Towner County for the provision of 911/E-911 services. The CLEC is responsible for connecting to McHenry County, Ramsey County, Wells County, Sheridan County, Eddy County, Pierce County and Towner County and populating McHenry, Ramsey,

Wells, Sheridan, Eddy, Pierce and Towner County's database. All relations between County and CLEC are totally separate from this Agreement and ILEC makes no representations on behalf of McHenry, Ramsey, Wells, Sheridan, Eddy, Pierce and Towner Counties.

2. Continuance of Current Arrangements

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

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

NORTH DAKOTA TELEPHONE
COMPANY

By: Dave Dircks

Name: Dave Dircks
Title: CEO/GM
Date: 8/1/17

MIDCONTINENT COMMUNICATIONS
By: Midcontinent Communications Investor,
LLC, Its Managing Partner

By: Nancy A. Vogel

Name: Nancy Vogel
Title: Director of Regulatory Finance
Date: 8-1-2017

Exhibit 1

**LOCAL CALLING SCOPE WITH NPA/NXXS AND
EAS INTERCONNECTION NETWORK ARRANGEMENTS**

| <u>Exchanges in Local Calling Area</u> | <u>Midcontinent NPA/NXX</u> | <u>NDTC NPA/NXX</u> |
|--|-----------------------------|---------------------|
| Balta | | 701-542 |
| Cando | PENDING | 701-968 |
| Crary | | 701-398 |
| Devils Lake | 701-544 | 701-662, 665 |
| Drake | 701-287 | 701-465 |
| Esmond | | 701-249 |
| Fessenden | 701-236 | 701-547 |
| Fort Totten | | 701-766 |
| Hampden | | 701-868 |
| Harvey | 701-635 | 701-324 |
| Knox | | 701-583 |
| Leeds | | 701-466, 592 |
| Maddock | | 701-438 |
| McVille | | 701-322 |
| Minnewaukan | | 701-473 |
| New Rockford | 701-972 | 701-947 |
| Oberon | | 701-798 |
| Pekin | | 701-296 |
| Penn | | 701-393 |
| Rugby | 701-881 | 701-776 |
| Sheyenne | | 701-996 |
| Starkweather | PENDING | 701-292 |
| Tolna | | 701-262 |
| Warwick | | 701-294 |
| Webster | | 701-395 |

Attachment 1

Exhibit B

REVISED AREA OF RESALE

Exchange Name

Devils Lake, North Dakota
Rugby, North Dakota
Harvey, North Dakota
New Rockford, North Dakota
Fessenden, North Dakota
Drake, North Dakota