

3.14.2023

Mr. Steven Kahl
Executive Secretary
North Dakota Public Service Commission
600 East Boulevard Avenue
12th Floor
Bismarck, ND 58505-0480

Re: Amendment No. 4 to the Wireless Interconnection/Compensation Agreement between Consolidated Telcom and Verizon Wireless for the state of North Dakota.

Dear Mr. Kahl:

Enclosed for filing for approval by the North Dakota Public Service Commission pursuant to 47 U.S.C. § 252 and N.D. Cent. Code § 49-21-01.7 is the Interconnection Agreement Amendment to the Interconnection Agreement between Consolidated Telcom and Verizon Wireless for the State of North Dakota.

Contact information for Consolidated Telcom is as follows:

Bryan Personne
CEO
Consolidated Telcom
507 S. Main St.
P.O. Box 1408
Dickinson, ND 58602-1408
Email: bryan@consolidatednd.com

Thank you for your help with this matter. Please contact me if you have any questions or concerns.

Sincerely,

Bridget Alexander White

Bridget Alexander White
Staff Director
John Staurulakis, LLC
baalexander@jsitel.com
Office: 301.459.7590

**AMENDMENT NO. 4
TO THE WIRELESS INTERCONNECTION/COMPENSATION AGREEMENT
BETWEEN
CONSOLIDATED TELCOM AND VERIZON WIRELESS**

This is the fourth amendment (“Amendment No. 4”) to the Wireless Interconnection/Compensation Agreement between Consolidated Telcom (“Consolidated”) and the Verizon Wireless entities listed on the signature page of this Amendment No. 4, individually and collectively d/b/a Verizon Wireless (“VZW”). Consolidated and VZW may be referred to individually as a “Party” and jointly as the “Parties.”

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into a Wireless Interconnection/Compensation Agreement, pursuant to 47 U.S.C. §§251/252, effective January 1, 2002, which was amended on July 1, 2004, November 1, 2004, and July 1, 2012 (“Original Agreement”);

WHEREAS, the Original Agreement contains a provision that authorizes the Parties to amend the Original Agreement based on mutual written agreement.

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:

AMENDMENT TERMS

1. Method of Interconnection. Each Party agrees to exchange Non-Access Telecommunications Traffic indirectly with the other Party via the indirect interconnection method set forth in this Amendment No. 2. The Parties shall exchange Non-Access Telecommunications Traffic indirectly by transiting such Non-Access Telecommunications Traffic through the third-party tandem as identified in the LERG and to which both parties are connected.
2. Notwithstanding the foregoing, each Party may mutually agree to deliver Non-Access Telecommunications Traffic to the other Party through an alternative service provider to which both Parties are connected.
3. For the Non-Access Telecommunications Traffic being exchanged indirectly, each Party acknowledges that it is the originating Party’s responsibility to enter into the appropriate transiting arrangements with the provider of the third-party tandem to which both Parties’ networks are directly interconnected. Compensation to the third party for transiting is covered below in Section 4.

4. For Non-Access Telecommunications Traffic being exchanged indirectly, each Party acknowledges that:
 - a. Except for Non-Access Telecommunications Traffic that falls under the Rural Transport Rule (47 CFR § 51.709), it is the originating Party's responsibility to enter into the appropriate transiting arrangements with the third-party tandem provider and to bear all charges payable to such provider for such transit services with respect to such Non-Access Telecommunications Traffic and the cost of all facilities necessary to deliver such Non-Access Telecommunications Traffic to the third-party tandem; and
 - b. It is the terminating Party's responsibility to bear the cost of all facilities necessary to receive such Non-Access Telecommunications Traffic from the third-party tandem except as required in the Rural Transport Rule.
5. The POI is the location where one Party's operational and financial responsibility begins, and the other Party's operational and financial responsibility ends for Non-Access Telecommunications Traffic. Each Party will be financially responsible for all facilities and Non-Access Telecommunications Traffic located on its side of the POI.
6. If the third-party tandem provider or the alternate service provider assesses charges to Consolidated for transiting Non-Access Telecommunications Traffic from Consolidated's boundary to the VZW POI and the FCC's Rural Transport Rule remains in effect and applicable to Consolidated, Consolidated will invoice such charges to VZW for reimbursement
7. Updated Contacts for Notices



<p>Consolidated Telcom</p> <p><u>For Official Notices:</u> Attn: Bryan Personne CEO Consolidated Telcom 507 S. Main St. P.O. Box 1408 Dickinson, ND 58602-1408</p>	<p>Verizon Wireless</p> <p><u>For Official Notices:</u> Attn: Network Interconnection Verizon Wireless 5055 North Point Parkway Alpharetta, GA 30022 Email: VZWNETInterconnectContractsNotices@VerizonWireless.com</p> <p>With a copy to: ATTN: Verizon Legal Wholesale 1300 I Street, NW 5th Floor Washington, DC 20005 Email: VZLegalWholesale@verizon.com</p>
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<u>For Billing:</u> Attn: Sarah Haich, Director of Finance & Accounting, Consolidated Telcom 507 S. Main St. P.O. Box 1408 Dickinson, ND 58602-1408 Email: Sarah@consolidatednd.com .	<u>For Billing:</u> Wt.invoices@verizon.com
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8. This Amendment No. 4 shall be effective March 6, 2023.
9. This Amendment No. 4 shall remain effective as long as the Original Agreement remains effective between the Parties, subject to future changes in law.
10. The provisions of this Amendment No. 4, including the provisions of this sentence, may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives.
11. Except as expressly set forth herein, the terms and conditions of the Original Agreement shall remain in full force and effect without change.

[signature page follows]

IN WITNESS THEREOF, the Parties, intending to be legally bound, have executed this Amendment No. 4 as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

<p>Consolidated Telecom</p>	<p>Badlands Cellular of North Dakota Limited Partnership d/b/a Verizon Wireless By: CommNet Cellular Inc., Its Managing Agent</p> <p>Bismarck MSA Limited Partnership d/b/a Verizon Wireless By: CommNet Cellular Inc., Its General Partner</p> <p>Cellco Partnership d/b/a Verizon Wireless</p> <p>CommNet Cellular Inc. d/b/a Verizon Wireless</p> <p>North Central RSA 2 of North Dakota Limited Partnership d/b/a Verizon Wireless By: CommNet Cellular Inc., Its Managing Agent</p> <p>North Dakota 5-Kidder Limited Partnership d/b/a Verizon Wireless By: CommNet Cellular Inc., Its Managing Agent</p> <p>North Dakota RSA No. 3 Limited Partnership d/b/a Verizon Wireless By: Cellco Partnership, Its General Partner</p> <p>Northwest Dakota Cellular of North Dakota Limited Partnership d/b/a Verizon Wireless By: CommNet Cellular Inc., Its Managing Agent</p> <p>Rural Cellular Corporation d/b/a Verizon Wireless</p>
<p>By:  Bryan W. Personne (Mar 13, 2023 13:11 MDT)</p>	<p>By:  Sam Giannini (Mar 10, 2023 11:59 CST)</p>
<p>Name: Bryan W. Personne</p>	<p>Name: Sam Giannini</p>
<p>Title: Chief Executive Officer</p>	<p>Title: Dir – Network Infrastructure Planning</p>
<p>Date: Mar 13, 2023</p>	<p>Date: Mar 10, 2023</p>











VZW Consolidated Telephone Amendment No_4 final 03012023

Final Audit Report

2023-03-13

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-  Document created by Michael Preston (chris.preston@verizonwireless.com)
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-  Document emailed to sam.giannini@verizonwireless.com for signature
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-  Email viewed by sam.giannini@verizonwireless.com
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-  Signer sam.giannini@verizonwireless.com entered name at signing as Sam Giannini
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-  Document e-signed by Sam Giannini (sam.giannini@verizonwireless.com)
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-  Document emailed to bryan@consolidatedtelcom.com for signature
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-  Email viewed by bryan@consolidatedtelcom.com
2023-03-10 - 6:06:10 PM GMT- IP address: 72.20.65.18
-  Signer bryan@consolidatedtelcom.com entered name at signing as Bryan W. Personne
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-  Document e-signed by Bryan W. Personne (bryan@consolidatedtelcom.com)
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