



April 20, 2023

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

Re: Amendment No 2 to the Interconnection Agreement between Turtle Mountain Communications, Inc. and Midcontinent Communications 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 Turtle Mountain Communications, Inc. and Midcontinent Communications for the State of North Dakota.

Contact information for Turtle Mountain Communications, Inc. is as follows:

Steve Swanson, General Manager / CEO
411 7th Ave.
P.O. Box 729
Langdon, ND 58249
Phone: 701-256-5156

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 – JSI
bridget.alexander@jsitel.com
301.459.7590

1 PU-23-163 Filed 04/20/2023 Pages: 4
Interconnection Agreement Amendment
Turtle Mountain Communications, Inc. / Midcontinent Communications
Bridget Alexander White, JSI

AMENDMENT NO. 2
TO THE INTERCONNECTION/AGREEMENT
BY AND BETWEEN
TURTLE MOUNTAIN COMMUNICATIONS, INC. AND MIDCONTINENT
COMMUNICATIONS

This Amendment (“Amendment No 2”) amends the Interconnection Agreement by and between Turtle Mountain Communications, Inc. (“Company”) with offices at 411 7th Ave Langdon, ND 58249-0729 and Midcontinent Communications(CLEC) with offices at 3901 North Louise Avenue, Sioux Falls, SD 57107 and shall be deemed effective upon approval by the Commission (“Effective Date”). This agreement may refer to either Company or CLEC as a “Party” or collectively as the “Parties”). ILEC and CLEC may be referred to individually as a “Party” and jointly as the “Parties.”

RECITALS

WHEREAS, Company and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, (the “Act”), as amended, dated by ILEC on July 6, 2010 and by the CLEC on July 8, 2010, and

WHEREAS, the Parties have subsequently agreed to amend the Agreement in order to update Section 3 of the Interconnection Attachment of the Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

AMENDMENT TERMS

Physical Network Connection.

The Parties agree to physically connect their respective networks via an IP connection to Session Border Controllers located at United’s Langdon end office (LNGDNDXADS2) or Turtle Mountain’s Rolla end office (ROLLNDBCRS4) for the exchange of traffic. The terms of the IP connection are negotiated outside of this agreement. The terms of the IP connection covers the physical exchange of Local Traffic between the CLEC End User Customers and ILEC End User Customers in the ILEC service area.

2. Updated Contacts

Turtle Mountain Communications, Inc <u>For Official Notices:</u> Steve Swanson 411 7th Ave	Midcontinent Communications <u>For Official Notices:</u> Attn: Nancy Vogel 3901 North Louise Avenue Sioux Falls, SD 57107
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<p>P.O. Box 729 Langdon, ND 58249-0729 ATTN: General Manager / CEO 701-256-5156</p> <p><u>For Billing:</u> Turtle Mountain Communications, Inc Steve Swanson 411 7th Ave P.O. Box 729 Langdon, ND 58249-0729 ATTN: General Manager / CEO 701-256-5156</p>	<p>605-357-5485</p> <p><u>For Billing:</u> Midcontinent Communications 3901 North Louise Avenue Sioux Falls, SD 57107</p>
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1. This Amendment No. 2, once executed will be filed with the North Dakota Public Service Commission by the Company.
2. This Amendment No. 2 will remain effective as long as the Original Agreement remains effective between the Parties, subject to future changes in law.
3. The provisions of this Amendment No. 2, including the provisions of this sentence, may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives.
4. 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.2 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.

Turtle Mountain Communications, Inc

By: 

Name: Steve Swanson

Title: General Manager /CEO

Date: 4/18/2023

MIDCONTINENT COMMUNICATIONS (MIDCO)
BY: MIDCONTINENT COMMUNICATIONS INVESTOR, LLC
ITS: MANAGING PARTNER

By 

Name: Nancy Vogel

Title: Director Regulatory Finance

Date: 4/13/2023