



June 2, 2023

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

Re: Amendment No. 3 to the Interconnection/Compensation Agreement between West River Telecommunications Cooperative 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/Compensation Agreement between West River Telecommunications Cooperative and Verizon Wireless for the State of North Dakota.

Contact information for West River Telecommunications Cooperative is as follows:

Troy Shilling, CEO/GM
PO Box 467
Hazen, ND 58545
701-748-2211
troys@wrtc.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 – JSI
bridget.alexander@jsitel.com
301.459.7590

1 PU-23-215 Filed 06/02/2023 Pages: 5
Amendment No. 3 to the Interconnection - Compensation Agreement
West River Telecommunications Cooperative / Verizon Wireless
Bridget Alexander White

**AMENDMENT NO. 3
TO THE INTERCONNECTION/COMPENSATION AGREEMENT
BY AND BETWEEN
WEST RIVER TELECOMMUNICATIONS COOPERATIVE
AND VERIZON WIRELESS**

This is the third amendment (“Amendment No. 3”) to the Interconnection/Compensation Agreement by and between West River Telecommunications Cooperative (“WRTC”) and the Verizon Wireless entities listed on the signature page of this Amendment No. 3, individually and collectively d/b/a Verizon Wireless (“VZW”). WRTC 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 an Interconnection/Compensation Agreement, pursuant to 47 U.S.C. §§251/252, effective January 1, 2002, which was amended on July 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.** The Parties agree to exchange Non-Access Telecommunications Traffic indirectly via the indirect interconnection method set forth in this Amendment No. 3. The Parties shall exchange Non-Access Telecommunications Traffic indirectly by transiting such traffic through the third-party tandem as identified in the LERG.
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, 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 or the alternate service provider assesses charges to WRTC for transiting Non-Access Telecommunications Traffic from WRTC's boundary to the VZW POI and the FCC's Rural Transport Rule (47 CFR § 51.709(c)) remains in effect and applicable to WRTC, WRTC will invoice such charges to VZW for reimbursement.

7. Updated Contacts

<p>West River Telecommunications Cooperative</p> <p><u>For Official Notices:</u></p> <p>Attn: CEO/GM Troy Schilling P.O. Box 467 Hazen, ND 58545 Phone: 701-748-2211 Email: troys@wrtc.com</p> <p><u>For Billing:</u></p> <p>Attn Shannon Wendell P.O. Box 467 Hazen, ND 58545</p>	<p>Verizon Wireless</p> <p><u>For Official Notices:</u></p> <p>Attn: Network Interconnection Verizon Wireless 5055 North Point Parkway Alpharetta, GA 30022 Email: VZWNETHInterconnectContractsNotices@VerizonWireless.com</p> <p><u>With a copy to:</u></p> <p>ATTN: Verizon Legal Wholesale 1300 I Street, NW 5th Floor Washington, DC 20005 Email: VZLegalWholesale@verizon.com</p> <p><u>For Billing:</u></p> <p>Wt.invoices@verizon.com</p>
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Phone: 701-748-2211 Email: shannonw@wrtc.com	
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1. This Amendment No. 3 shall be effective May 26, 2023.
2. This Amendment No. 3 shall 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. 3, 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. 3 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.

West River Telecommunications
Cooperative

By: 

Name: Troy Schilling
Title: CEO
Date: 5-17-2023

Verizon Wireless

Badlands Cellular of North Dakota Limited
Partnership d/b/a Verizon Wireless
By: CommNet Cellular Inc., Its Managing Agent

Bismarck MSA Limited Partnership d/b/a Verizon
Wireless
By: CommNet Cellular Inc., Its General Partner

Cellco Partnership d/b/a Verizon Wireless

CommNet Cellular Inc. d/b/a Verizon Wireless

North Central RSA 2 of North Dakota Limited
Partnership d/b/a Verizon Wireless
By: CommNet Cellular Inc., Its Managing Agent

North Dakota 5-Kidder Limited Partnership d/b/a
Verizon Wireless
By: CommNet Cellular Inc., Its Managing Agent

By: Reneta Haynes
Reneta Haynes (Jun 1, 2023, 09:04 EDT)

Name: Reneta Haynes
Title: Dir – National Wireless Transport
Date: Jun 1, 2023