

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE APPLICATION OF MIDCONTINENT COMMUNICATIONS FOR AN AMENDED CERTIFICATE OF AUTHORITY TO PROVIDE LOCAL EXCHANGE SERVICE IN THE BOWDLE AND ROSLYN RURAL SERVICE AREA	TC 15-063  <b>STIPULATION FOR PARTIAL SETTLEMENT</b>
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IT IS HEREBY STIPULATED among Midcontinent Communications ("Midcontinent"), Venture Communications Cooperative, ("Venture") and the South Dakota Telecommunications Association ("SDTA") in partial settlement of the above-captioned matter, as follows:

1. Midcontinent is the petitioner in this proceeding, having filed its Petition to Amend its Certificate of Authority to provide local exchange service in the rural exchange areas of Bowdle, Roslyn, Selby, Java and Roscoe. Venture is the incumbent local exchange carrier operating the exchange areas of Bowdle, Roslyn, Selby, Java and Roscoe. SDTA is a non-profit association whose members consist of cooperative, independent, and municipal incumbent local exchange carriers operating in the state. Midcontinent and Venture jointly file this stipulation.

2. Midcontinent has applied for an Amended Certificate of Authority to serve Venture's Bowdle, Roslyn, Selby, Java and Roscoe exchanges. Venture acknowledges that it has commenced and completed construction in the Bowdle, Roslyn, Selby, Java and Roscoe exchanges so as to provide video programming in those exchanges.

3. In the interest of amicably resolving any issues in this Docket, Venture agrees that as of December 1, 2015, and pursuant to 47 U.S.C. Section 251(f)(1)(C), the rural exemption would not apply as to its Bowdle, Roslyn, Selby, Java and Roscoe exchanges. Midco, however, agrees that it is not currently seeking from Venture any services falling within Section 251(c) and therefore it does not seek termination of the exemption by the Commission under Sections 251(f)(1)(A) and (B). Accordingly, the parties agree to the following schedule based upon this presumed commencement of video programming:

- a. Midcontinent will continue to work with Venture to complete a proposed interconnection agreement;
- b. The parties agree to maintain regular communications by whatever means best accommodate their needs until the final draft of an interconnection agreement is agreed upon.
- c. Midcontinent and Venture shall abide by all applicable federal and state laws and regulations during the course of their negotiations and both parties agree that they shall negotiate the terms of interconnection between their respective networks in good faith.

d. Once an interconnection agreement has been agreed the parties will promptly reduce it to writing and file it with the Commission for expedited approval.

4. By this agreement neither party waives any rights it may have concerning a bona fide issue which could be subject to arbitration. For the purposes of arbitration under 47 U.S.C. 252, the parties agree that the arbitration window opens on December 31, 2015.

5. By this agreement, Venture does not waive its right to file a petition for suspension and modification under Section 251(f)(2).

6. After an interconnection agreement is agreed upon, signed and filed with the Commission pending approval, Midcontinent may begin ordering service from Venture. Venture agrees to work cooperatively with Midcontinent and process all orders according to its best efforts.

7. Venture and SDTA further agree that they will not object to this Commission granting a waiver of the rural safeguard provided for under 47 U.S.C. Section 253(f) and SDCL Section 49-31-73. This non-objection shall not be interpreted as any concession by Venture and SDTA that the standards for granting such waiver, as prescribed under federal and state law, would in fact be met based on a full evidentiary review of Midcontinent's waiver request. Nor shall such non-objection by Venture and SDTA to granting Midcontinent's waiver request be deemed precedent setting in any future case or proceeding before the Commission where a similar waiver is requested.

8. SDTA agrees with the terms and conditions of this agreement and will not participate in any negotiations for interconnection or otherwise under this agreement.


Dated this 8<sup>th</sup> day of December, 2015.

RITER, ROGERS, WATTIER, & NORTHRUP, LLC

BY: *Darla Pollman Rogers*  
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ATTORNEY FOR VENTURE COMMUNICATIONS  
COOPERATIVE, INC.

Dated this 8th day of December, 2015.

SOUTH DAKOTA TELECOMMUNICATIONS  
ASSOCIATION

BY:  \_\_\_\_\_

RICHARD D. COIT  
General Counsel  
P. O. box 57  
Pierre, South Dakota 57501  
ATTORNEY FOR SDTA

Dated this 8 day of December, 2015.

MIDCONTINENT COMMUNICATION

BY:  \_\_\_\_\_

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