

**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) Docket No. TC17-005
PROVIDE LOCAL EXCHANGE SERVICE IN THE)
IPSWICH SERVICE AREA)**

Joint Stipulation for Partial Settlement

IT IS HEREBY STIPULATED among Midcontinent Communications ("Midcontinent"), Valley Telecommunications Cooperative, ("Valley") 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 area of Ipswich, South Dakota. Valley is an incumbent local exchange carrier operating as a "rural telephone company" under federal and state law within that exchange. SDTA is a non-profit association whose members consist of cooperative, independent, and municipal incumbent local exchange carriers operating as rural telephone companies throughout the State. Midcontinent, Valley and SDTA jointly file this stipulation.
2. Midcontinent has applied for an Amended Certificate of Authority which would allow it to provide competitive local exchange services within the Ipswich exchange. Valley acknowledges that it has commenced and completed construction giving it the ability to provide video programming in the Ipswich exchange area.
3. In the interest of amicably resolving any issues in this Docket, Midcontinent agrees that it is not currently seeking from Valley any services falling within 47 U.S.C. Section 251 (c) and therefore it does not in this proceeding seek a Commission determination regarding the rural interconnection exemption referenced in 47 U.S.C. Sections 251(f)(1)(A) and (B) and within corresponding state law provisions.
4. The parties agree to the following based on the presumed commencement by Valley of video programming within the Ipswich exchange:
 - a. Midcontinent will continue to work with Valley 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 Valley 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 to between Midcontinent and Valley, the parties will promptly reduce it to writing and file it with the Commission for expedited approval.

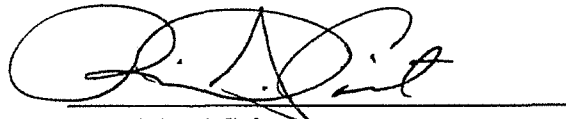
5. By this agreement neither Midcontinent or Valley waives any rights it may have concerning any bona fide interconnection issue which could be subject to arbitration. For the purposes of arbitration proceedings provided for under 47 U.S.C. Section 252 and under state law, the parties agree that the arbitration window opens on August 11, 2017.
6. By this agreement, Valley does not waive its right to file a petition for suspension and modification under 47 U.S.C. Section 251(f)(2) and applicable state law.
7. After an interconnection agreement is agreed upon, signed and filed with the Commission pending approval, Midcontinent may begin ordering services from Valley as permitted therein. Valley agrees to work cooperatively with Midcontinent and process all service orders according to its best efforts.
8. Valley 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. Sections 253(f) and SDCL Section 49-31-73. This non-objection shall not be interpreted as any concession by Valley 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 Valley 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.
9. SDTA agrees with the terms and conditions of this agreement and will not participate in any negotiations for interconnection or otherwise under this agreement.

Respectfully submitted,

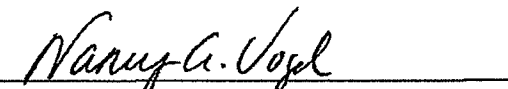
Date this 21 day of July, 2017


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Dated this 21 day of July, 2017


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Dated this 21 day of July, 2017


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