

April 26, 2016

Mr. Daniel P. Wolf
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, MN 55101

Re: In the Matter of the Joint Application for Approval of the Jurisdiction
Amendment between Hiawatha Broadband Communications, Inc. and
CenturyTel of Minnesota, Inc. d/b/a CenturyLink
Docket No. P-6267, 551, 430/IC-16-236

Dear Mr. Wolf:

On April 6, 2016, CenturyTel of Minnesota, Inc. d/b/a CenturyLink (“CenturyLink”) and Hiawatha Broadband Communications, Inc. (“HBC”) filed a Jurisdictional Amendment (“Amendment”) in the above-referenced docket.

It has come to the CenturyLink and HBC’s attention that certain references in the Amendment were inconsistent with the adopted interconnection agreement. Therefore, enclosed for filing is a replacement Amendment which corrects the inconsistencies on page 1 and Attachment 1 of the Amendment.

If you should have any questions in this regard, please feel free to contact me.

Very truly yours,

/s/ Jason D. Topp

Jason D. Topp

JDT/bardm

Enclosures

cc: Service List

STATE OF MINNESOTA
BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

Beverly Jones Heydinger	Chair
Nancy Lange	Commissioner
Dan Lipschultz	Commissioner
Matt Schuerger	Commissioner
John Tuma	Commissioner

Re: In the Matter of the Joint Application for Approval of the Jurisdiction
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 CenturyTel of Minnesota, Inc. d/b/a CenturyLink
 Docket No. No. P-6267, 551, 430/IC-16-236

AFFIDAVIT OF SERVICE

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

Dianne Barthel, being first duly sworn, deposes and says:

That on the 26th day of April, 2016, at the City of Minneapolis, State of Minnesota,
she served the annexed filing on the parties on the attached service list as follows:

_____ by depositing in the United States Mail at the City of Minneapolis,
State of Minnesota, a true and correct copy thereof, properly enveloped
with postage prepaid.

 X Electronically.

/s/ Dianne Barthel _____
Dianne Barthel

Subscribed and sworn to before me
this 26th day of April, 2016.

/s/ LeAnn M. Cammarata _____
Notary Public

My Commission Expires Jan 31, 2020

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Julia	Anderson	Julia.Anderson@ag.state.mn.us	Office of the Attorney General-DOC	1800 BRM Tower 445 Minnesota St St. Paul, MN 551012134	Electronic Service	Yes	OFF_SL_16-236_IC-16-236
Linda	Chavez	linda.chavez@state.mn.us	Department of Commerce	85 7th Place E Ste 500 Saint Paul, MN 55101-2198	Electronic Service	No	OFF_SL_16-236_IC-16-236
John	Lindell	agorud.ecf@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012130	Electronic Service	Yes	OFF_SL_16-236_IC-16-236
Jeffrey T.	Nodland	JEFF.NODLAND@CENTURYLINK.COM	CenturyLink	1801 California St FL 10 Denver, CO 80202	Electronic Service	No	OFF_SL_16-236_IC-16-236
Dan	Pecarina	dpecarina@exchange.hbci.com	Hiawatha Broadband Communications, Inc	58 Johnson St Winona, MN 55987	Electronic Service	No	OFF_SL_16-236_IC-16-236
Jason	Topp	jason.topp@centurylink.com	CenturyLink	200 S 5th St Ste 2200 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_16-236_IC-16-236
Daniel P	Wolf	dan.wolf@state.mn.us	Public Utilities Commission	121 7th Place East Suite 350 St. Paul, MN 551012147	Electronic Service	Yes	OFF_SL_16-236_IC-16-236

**Jurisdiction Amendment
to the Interconnection Agreement between
CenturyTel of Minnesota, Inc. dba CenturyLink
and
Hiawatha Broadband Communications, Inc.
for the State of Minnesota**

This is an Amendment ("Amendment") to the Interconnection Agreement between CenturyTel of Minnesota, Inc. dba CenturyLink ("CenturyLink"), a Minnesota corporation, and Hiawatha Broadband Communications, Inc. ("CLEC"). CenturyLink and CLEC shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") for service in the state of Minnesota which was fully executed by the parties on March 10, 2016; and

WHEREAS, the Parties desire to amend the Agreement further under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by adding terms and conditions for clarification of Applicable Law and Dispute Resolution as set forth in Attachment 1, to this Amendment, attached hereto and incorporated

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement


The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or

representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment 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.

Hiawatha Broadband Communications, Inc.

DocuSigned by:



182A462539B141D...

Signature

Dan Pecarina

Name Printed/Typed

CEO/President

Title

4/13/2016

Date

Embarq Minnesota, Inc. d/b/a CenturyLink

DocuSigned by:



766DEF6A149A455...

Signature

Diane Roth

Name Printed/Typed

Director – Wholesale Contracts

Title

4/14/2016

Date

ATTACHMENT 1

NOTE: The following language hereby replaces the existing language, in the adopted Agreement, in its entirety:

9.3. Applicable Law

Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the Act, applicable federal and (to the extent not inconsistent therewith) domestic laws of the State where the services are being provided, and shall be subject to the exclusive jurisdiction of the State or of the federal courts of Minnesota. In all cases, choice of law shall be determined without regard to a local State's conflicts of law provisions.

16. DISPUTE RESOLUTION

16.2.4 If the Parties are unable to resolve the dispute within sixty (60) Days after delivery of the initial notice of the dispute, then either Party may file a petition or complaint with the Federal Communications Commission or the state Public Utilities Commission where the action falls within those jurisdictions

16.2.4.1 Any action not within the jurisdiction of the Federal Communications Commission or the state Public Utilities Commission will be brought in either a federal or state court in the State in which this Agreement has been filed with a public utility commission, or in a forum to which both parties have agreed. The Parties agree that such courts have personal jurisdiction over them. The agreement shall not prohibit either party from litigating, including appealing, any dispute before the Minnesota Commission or before a state or federal court located in Minnesota.

16.2.4.2 The petition or complaint shall include a statement that both Parties have agreed (by virtue of this stipulation) to request an expedited resolution within sixty (60) Days from the date on which the petition or complaint was filed, or within such shorter time as may be appropriate for any Service Affecting dispute.

16.2.8 The Parties agree to give notice to the Commission of any law suits, or other proceeding that involve or arise under the Agreement to ensure that the Commission has the opportunity to seek to intervene in the proceeding on behalf of the public interest. Any final or binding order resulting for a dispute resolved under the procedures of section 16.2.4.1 may be entered in any court having jurisdiction thereof. The Parties shall submit a copy of each such order to the Commission, the Department Commerce, and the Office of Attorney General, Anti-Trust and Utilities Division (OAG-AUD) for the purpose of determining any filing and or review obligation under federal or state law.