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RECEIVED

March 16, 2009

MAR 7 2009

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**VIA FEDERAL EXPRESS**

PUBLIC SERVICE COMMISSION

John Hamre  
Administrative Assistant  
North Dakota Public Service Commission  
600 East Boulevard, Dept. 408  
Bismarck, ND 58505-0580

**Re: Badlands Cellular of North Dakota Limited Partnership - Amended Informational Tariff**

Dear Mr. Hamre:

Enclosed for filing please find the Amended Informational Tariff of Bismarck MSA Limited Partnership. As per your instructions to me on July 9, 2008, I have enclosed one original and one (1) copy of the Informational Tariff.

Please file stamp the copy and return it to me in the enclosed self-addressed stamped envelope. Should you have any questions or concerns about the enclosed, please do not hesitate to contact me.

Sincerely,

Andrew M. Carlson

AMC/npw  
Enclosures

cc: Linda Stevens (w/enclosures)

1 **PU-09-118** Filed: 3/17/2009 Pages: 16  
**Amended Tariff No. 1**

Badlands Cellular of North Dakota Limited Partnership

**NORTH DAKOTA PUBLIC SERVICE COMMISSION**

**Badlands Cellular of North Dakota Limited Partnership  
d/b/a Verizon Wireless**

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**NORTH DAKOTA INFORMATIONAL TARIFF NO. 1**

**OF**

**BADLANDS CELLULAR OF NORTH DAKOTA  
LIMITED PARTNERSHIP  
d/b/a  
VERIZON WIRELESS**

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NOTICE: THIS TARIFF IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE TERMS AND CONDITIONS HEREIN ARE SUBJECT TO CHANGE.

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Fifth Re-issuance: March 16, 2009

Verizon Wireless  
Linda Stevens  
One Verizon Place  
Alpharetta, GA 30004-8511  
(678) 339-4000

Effective: March 16, 2009

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### EXPLANATION OF SYMBOLS

- (C) – To signify changed regulation
- (D) – To signify discontinued material
- (I) – To signify rate or charge increase
- (M) – To signify material relocated without change in text or rate
- (N) – To signify new material
- (R) – To signify reduction
- (S) – To signify reissued material
- (T) – To signify a change in text but not change in rate or regulation
- (Z) – To signify a correction

## 1.1 APPLICABILITY

- 1.1.1 This Informational Tariff sets forth the general terms and conditions applicable to the furnishing of wireless services within the State of North Dakota by Badlands Cellular of North Dakota Limited Partnership d/b/a Verizon Wireless (hereinafter referred to as the "Company") in those areas in which the Company has been designated as a federal eligible telecommunications carrier. This Informational Tariff is filed as required by Order of the North Dakota Public Service Commission dated February 25, 2004. The Company's provision of service to subscribers within the State of North Dakota will be subject to the terms and conditions of a separate Customer Agreement by and between the subscriber and the Company, as described in Section 2.1 below. In the event of any conflict between the provisions of this Informational Tariff and the terms and conditions of the Customer Agreement, the provisions of the Customer Agreement will prevail. This Informational Tariff is subject to all provisions of applicable federal law, including but not limited to 47 U.S.C. § 332.

2.1 TERMS AND CONDITIONS

- (S) 2.1.1 The terms and conditions of wireless services provided by the Company will be in the form of a contract between the subscriber and the Company known as the Customer Agreement. The Company's current Customer Agreement may be obtained at [www.verizonwireless.com](http://www.verizonwireless.com). The terms and conditions of the Company's generally available service offerings are subject to change without notice.

### 3.1 SCHEDULE OF CALLING PLANS

- (T) 3.1.1 The Company's service offerings are encompassed in a variety of different calling plans for subscribers. Current information about the Company's available calling plans may be viewed at [www.verizonwireless.com](http://www.verizonwireless.com). In addition to the calling plans described at [www.verizonwireless.com](http://www.verizonwireless.com), the Company may provide service to subscribers in the designated service area subject to the terms and conditions of certain grandfathered or legacy service offerings that are no longer available to new subscribers.
- 3.1.2 The Company may offer special promotions of limited duration from time to time. The promotional offering may be limited to certain dates, times or locations within the Company's designated service area.

#### 4.1 LIFELINE AND LINK UP ASSISTANCE

##### 4.1.1 Lifeline Assistance

- (A) Lifeline service is a telecommunications service assistance program designed to provide eligible, low-income customers with a credit to be applied to reduce the price of the Company's lowest generally available residential retail service offering. A summary of the Company's Lifeline service offering is described in Section 4.2 below.
  - (B) Eligible customers will receive a credit as set forth in Section 4.1.4 below, to be applied to their Lifeline service offering.
  - (C) Eligible customers shall not receive more than one Lifeline credit at the customer's principal residence regardless of the number of local retail service offerings, residential access lines or locations at which the customer receives service within the State of North Dakota. No person living in a household in which any other eligible resident receives Lifeline credit from a wireline local exchange carrier or other wireless carrier shall be eligible to receive a Lifeline credit from the Company.
  - (D) The amount of the Lifeline credit set forth in Section 4.1.4 below will be equal to the amount of any federal, state or carrier-provided low income universal service support available to the Company. In no instance will an eligible customer's monthly local retail service offering rate be less than \$1.00 after the application of the Lifeline credit.
  - (E) All charges, either recurring or nonrecurring, for any service or feature other than Lifeline service shall be billed at the Company's applicable rates and charges.
  - (F) Lifeline service shall not be available on a retroactive basis.
  - (G) Lifeline service may be disconnected if a subscriber fails to pay a bill or violates the terms and conditions of service set forth in the Customer Agreement.
- (T)
- (S)

(H) Designated Services Available To Lifeline Customers

- (1) Voice grade access to the public switched telephone network
- (2) Local usage
- (3) Dual tone multi-frequency signaling or its functional equivalent
- (4) Single-party service or its functional equivalent
- (5) Access to emergency services
- (6) Access to operator services
- (7) Access to interexchange service
- (8) Access to directory assistance

(S) (I) By electing Lifeline service provided by the Company, the customer will not be charged a separate toll charge for outgoing domestic long distance calls made from the customer's wireless phone while the customer is within the Local Coverage Area defined in the calling plan. Airtime charges apply. Domestic Long Distance includes calls made from within the Local Coverage Area to anywhere within the United States or Puerto Rico. International Long Distance is not part of the plan. Lifeline service may not be used to make International Long Distance calls. Access to "900" numbers is prohibited. Use of Lifeline service to make prohibited calls can result in the curtailment or termination of service and the assessment of applicable charges.

(S) (J) The number of airtime minutes allowed and the local calling area shall be as set forth in the Lifeline service offering provided by the Company as described in Section 4.2. Anytime Minutes, Domestic Long Distance and Per-Minute Rate are for calls from within the Local Coverage Area. Local Mobile to Mobile Calling Minutes are for use within the Local Coverage Area. Roaming outside of the Local Coverage Area is prohibited. The customer shall be liable to the Company for payment of any and all charges associated with use of the Lifeline service.

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- (M) (K) The cost of the handset or other equipment necessary to access the Company's cellular network shall be borne by the customer.
- (S) (L) Lifeline customers will not be required to pay a service deposit to initiate Lifeline service.

#### 4.1.2 Link Up Assistance

- (M) (A) Link Up assistance provides a reduction in the Company's customary charge for commencing telecommunications service for a single telecommunications connection at an eligible customer's principal place of residence. Customers eligible for Link Up assistance from the Company will receive a full waiver of the Company's customary service activation charge as set forth in Section 4.1.5 below.
- (B) The reduction in connection or activation charges provided by this program is applicable only to the charge assessed to install or activate a Lifeline service offering.

#### 4.1.3 Eligibility Criteria for Lifeline and Link Up Assistance

- (T) (A) An applicant seeking to qualify for Lifeline and/or Link Up assistance must certify in writing that the applicant satisfies one or more of the eligibility requirements described in Sections 4.1.3(C) or (E) below prior to receiving the Lifeline and/or Link Up assistance service credit. The applicant shall complete and sign, under penalty of perjury, a Lifeline/Link Up Application provided by the Company and identify the qualifying public assistance program or programs from which the applicant receives benefits, or otherwise certify that the applicant satisfies applicable income or other eligibility standards.
- (T) (B) The applicant's primary residence must be located within the Company's designated ETC service area.
- (T) (C) The applicant must certify that:
- (1) The applicant's total household income is equal to or less than 135% of the Federal Poverty Guidelines (FPG); or

- (2) The applicant participates in or receives assistance or benefits under one of the following public assistance programs:
  - (i) Medicaid;
  - (ii) Food Stamps;
  - (iii) Supplemental Security Income (SSI);
  - (iv) Federal Public Housing Assistance (Section 8);
  - (v) Low Income Home Energy Assistance Program (LIHEAP);
  - (vi) National School Lunch Program's free lunch program; or
  - (vii) Temporary Assistance for Needy Families (TANF).
  
- (D) [RESERVED]
  
- (T) (E) Notwithstanding Section 4.1.3(C), a qualified, low-income consumer living on Tribal lands, as defined in 47 C.F.R. § 54.400(e), may also establish eligibility for Lifeline and/or Link Up assistance by certifying that the applicant receives benefits from one of the following public assistance programs:
  - (1) Bureau of Indian Affairs General Assistance;
  - (2) Tribally Administered Temporary Assistance for Needy Families (TANF); or
  - (3) Head Start Programs (only those meeting its income qualifying standard).
  
- (T) (F) A resident of Tribal lands must also certify under penalty of perjury that the applicant resides on federally-recognized Tribal lands as determined by applicable federal regulations.
  
- (T) (G) An applicant seeking to qualify for Lifeline and/or Link Up assistance under the income-based eligibility criteria set forth in Section 4.1.3(C)(1)

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must provide to the Company at the time of application one or more of the following documents to verify the applicant's household income:

- (1) Prior year's state, federal, or tribal tax return;
- (2) Current income statements from an employer or paycheck stubs;
- (3) Social Security statement of benefits;
- (4) Veterans Administration statement of benefits;
- (5) Retirement or pension statement of benefits;
- (6) Unemployment or Worker's Compensation statement of benefits;
- (7) Federal or tribal notice letter of participation in Bureau of Indian Affairs General Assistance; or
- (8) Divorce decree or child support statements.

If the applicant provides any of the documents listed in this section other than the prior year's tribal, federal, or state income tax return as proof of income, the applicant must provide three (3) consecutive months worth of the same type of document.

- (T) (H) An applicant seeking to qualify for Lifeline and/or Link up assistance under the income-based eligibility criteria set forth in Section 4.1.3(C)(1) must also certify in writing under penalty of perjury the number of individuals in the applicant's household and that the documentation of income provided by the applicant accurately represents the applicant's total household income.
- (T) (I) Each applicant for Lifeline and/or Link Up assistance must also certify to the Company in writing under penalty of perjury:
- (1) That the applicant agrees to notify the Company if the applicant's income becomes greater than 135% of the FPG as described in Section 4.1.3(C)(1) above;

- (2) That the applicant agrees to notify the Company if the applicant ceases to participate in the public assistance program or programs described in Sections 4.1.3(C)(2) or (E) above; and
  - (3) That the applicant agrees to notify the Company if the applicant can no longer claim to be an eligible resident of Tribal lands as described in 4.1.3(E) above.
- (T) (J) Upon receipt and processing of the completed self-certification, the Company will begin providing the applicable service credits set forth in Sections 4.1.4 and 4.1.5 below. Lifeline assistance will not be implemented or continued unless telecommunications service arrangements are and remain within the eligibility criteria specified above.
- (K) Lifeline assistance will be discontinued upon receipt by the Company of notice that the customer no longer satisfies the eligibility requirements for Lifeline assistance.
- (L) The Company reserves the right to verify customer eligibility status at any time. Lifeline assistance will be discontinued when the customer no longer continues to meet the eligibility requirements for Lifeline assistance or fails to respond to a verification request within 60 days of receiving the request.
- (T) (M) In the event the Company has a reasonable basis to believe that a customer is no longer eligible for Lifeline assistance, the Company will notify the customer by providing a separate written notice of termination of Lifeline assistance. The customer will continue to receive Lifeline assistance for 60 days from the date of the termination letter. During this 60-day period, the customer may demonstrate continued eligibility for Lifeline assistance by providing written documentation of household income and/or participation in a qualifying low-income assistance program. If the customer fails to demonstrate continued eligibility for Lifeline assistance, the customer's Lifeline assistance will automatically terminate at the end of the 60-day period. This 60-day period will not apply when a customer notifies the Company that the customer is no longer eligible to receive Lifeline assistance.

#### 4.1.4 Lifeline Service Credits

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(A) Credits for Lifeline Service on Non-Tribal Lands

- (1) An eligible customer in an area not designated as Tribal Lands will receive the appropriate credits specified by the FCC and as set forth below:

Tier 1: Federal End User Common Line Charge Credit	\$ 6.50 <sup>1</sup>
Tier 2: Initial Federal Credit to Residential Service	\$ 1.75
Tier 3: Additional Federal Credit to Residential Access Line	\$ 0.00
Tier 4: Tier 4: Additional Federal Credit to Residential Service necessary to reduce customer's bill to not less than \$1.00	\$ 0.00
<b>TOTAL \$ 8.25</b>	

(R) (B) Credits for Lifeline Service for Eligible Resident of Tribal Lands

- (1) An eligible customer in an area designated as Tribal Lands will receive the appropriate credits specified by the FCC and as set forth below:

Tier 1: Federal End User Common Line Charge Credit	\$ 6.50
Tier 2: Initial Federal Credit to Residential Service	\$ 1.75
Tier 3: Additional Federal Credit to Residential Access Line	\$ 0.00
Tier 4: Additional Federal Credit to Residential Service necessary to reduce customer's bill to not less than \$1.00	\$24.74
<b>TOTAL \$32.99</b>	

#### 4.1.5 Link Up Assistance

- (A) All customers eligible for Link Up assistance from the Company will receive a full waiver of the Company's customary service activation charge of \$35.00 for commencing Lifeline service. Link Up assistance may not

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<sup>1</sup> The Tier 1 credit is equal to the amount received by incumbent local exchange carriers to offset the End User Common Line Charge.

be applied retroactively to recover any service activation fees that were paid prior to the initial activation of Lifeline service.

- (B) An eligible customer may receive the benefit of the Link Up program for a second or subsequent time only for a principal place of residence with an address different from the residence at which the Link Up assistance was provided previously.
- (C) Link Up assistance cannot be applied to the cost of customer equipment of facilities, including the cost of the customer or applicant's wireless phone.

#### 4.2 SUMMARY OF LIFELINE SERVICE OFFERING

##### 4.2.1 Lifeline/Link Up Calling Plan

- (I) Monthly Access: \$33.99 less applicable Lifeline credit
- Monthly Home Airtime Allowance Minutes: 400
- Mobile to Mobile: 1,000 minutes between Company customers with numbers activated within the same Local Coverage Areas
- Local Coverage Area: The Local Coverage Area includes substantially all of North Dakota as depicted on the coverage map
- Per-Minute Rate After Allowance: \$0.45
- Domestic Long Distance: Included (Airtime Charges Apply)
- International Long Distance: International long distance calling is not included

Taxes, fees and other  
charges:

The monthly access charge identified above does not include any amounts resulting from taxes, fees or other charges imposed by or for the federal, state, local or other political subdivision or agency against the customer, Company, its property or operations. Lifeline subscribers will not be assessed a Federal Universal Service Fund surcharge or the number portability regulatory recovery fee.

Other terms, conditions and charges apply as more fully described in the Customer Agreement.

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