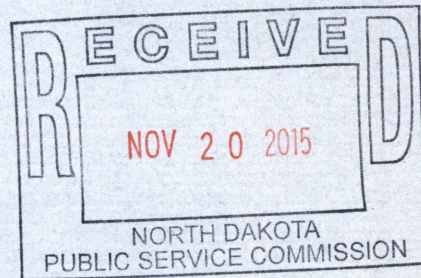




Missouri Valley

Communications, INC.

TOTAL TELECOMMUNICATIONS



November 20, 2015

Mr. Darrell Nitschke
Executive Secretary
North Dakota Public Service Commission
600 East Boulevard Avenue, Dept. 408
Bismarck, North Dakota 58505-0480

Re: Missouri Valley Communications, Inc. – Subscriber Line Extension revision to Exchange Services Tariff

Dear Mr. Nitschke:

Missouri Valley Communications, Inc. is updating its Subscriber Line Extension conditions. Enclosed please find the revised tariff sheets to our Exchange and Network Services Tariff for Sections 4 and 6 [Section 4, page 2, and Section 6 pages 1, 2, 4-10].

Also please find the revisions to the Table of Contents Section 1, page 6, and the Abbreviations in Section 1, page 17.

I am enclosing three copies of each of the above referenced Missouri Valley Communications, Inc. tariff pages, effective December 17, 2015. Two copies are for the Public Service Commission and one is to be date stamped and returned for us to document our filing. I have included a self-addressed, stamped envelope for the return copy.

I have also submitted an electronic copy to ndpsc@nd.gov.

If you have any questions or need additional information, please contact me at 406-202-4203 or via e-mail at barrowsconsulting@gmail.com

Sincerely,

Sandra Barrows

Sandra Barrows
Regulatory Consultant for
Missouri Valley Communications, Inc.

Enclosures

1 **PU-15-746** Filed: 11/20/2015 Pages: 13
Revisions to Price Schedule Sections 4 and 6

Missouri Valley Communications, Inc.

Sandra Barrows, Reg. Consultant

PRICE SCHEDULE

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**MISSOURI VALLEY COMMUNICATIONS, INC. OF NORTH DAKOTA
EXCHANGE AND NETWORK SERVICES**

NOTIFIED: 11-20-15

EFFECTIVE: 12-17-15

SECTION 1

PAGE 17

RELEASE 2

PRICE SCHEDULE

1. APPLICATION AND REFERENCE

1.6 EXPLANATION OF ABBREVIATIONS (Cont'd)

Hz	-	Hertz	
IC	-	Interexchange Carrier	
kbps	-	Kilobits per second	
kHz	-	Kilohertz	
LATA	-	Local Access and Transport Area	
MDSI	-	Message Delivery Service - Interoffice	
mHz	-	Megahertz	
MHLG	-	Multiline Hunt Group	
MMUC	-	Minimum Monthly Usage Charge	
NAR	-	Network Access Register	
NID	-	Network Interface Device	N
NPA	-	Numbering Plan Area	
OCC	-	Other Common Carrier	
ONT	-	Optical Network Termination	N
PAL	-	Public Access Line	
PBX	-	Private Branch Exchange	
POC	-	Point of Connection	
PSAP	-	Public Safety Answering Point	
PSP	-	Payphone Service Provider	
RCF	-	Remote Call Forwarding	
RSP	-	Rate Stability Plan	
SMDR	-	Station Message Detail Recording	
SR	-	Selective Routing	
SRA	-	Selective Routing Agreement	
SWC	-	Serving Wire Center	
TDD	-	Telecommunications Device for the Deaf	
TDRS	-	Traffic Data Report Service	
TIM	-	Tariff Information Management (Code)	
TNS	-	Terminating Network Service	
TSP	-	Telecommunications Service Priority	
UCD	-	Uniform Call Distribution	
V&H	-	Vertical and Horizontal	
WATS	-	Wide Area Telecommunications Service	

PRICE SCHEDULE

4. CONSTRUCTION CHARGES

4.1 GENERAL

C. Subdivisions (Cont'd)

1. Conditions

a.) A county/city approved plat of the properties being addresses will be provided.

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b.) A legally sufficient easement to accommodate the placing and maintaining of common communications facilities.

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c.) The company shall determine the design of all company wire and cable routes, entrance an/of tie facilities, and equipment structure, on private property or utility easement. The developer will be responsible for any costs incurred over and above the basic facilities design not in the best interest of the company.

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d.) When the company places facilities according to the plan concurred by the property owner or his agent the cost of any site restoration will be borne by the customer and/or property owner, e.g., restoration of asphalt, sod, concrete, landscaping, etc.

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e.) The owner shall furnish the company with the locations of sewer, water, gas and power facilities.

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f.) The property owner or the customer shall be liable for repairs to communications facilities damaged by their actions or that of their employees, contractors, or agents. Such liability shall also include any restoration of the damaged site to original condition approved by the property owner, e.g., restoration of asphalt, sod, concrete, landscaping, etc.

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g.) Where, in the opinion of the company, it is reasonable and necessary to secure a written easement for the protection of the communications facilities, the property owner shall execute and deliver the easement in a form satisfactory to the company.

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h.) Any rearranging, rerouting, and/or unusual reinforcing costs of existing communications facilities will be borne by the customer and/or property owner requesting it.

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PRICE SCHEDULE

6. SPECIAL SERVICES

6.1 OFF PREMISE EXTENSION SERVICE (OPE)

6.1.1 DESCRIPTION

Off premise extension service (OPE) is an extension of an access line to another location outside of the main access location. There are three types of off premise extension service, based on how the telephone company facilities provide the line extension access.

6.1.2 APPLICATION

Customers may have an off premise extension service where the company does not own the plant facilities. The customer is responsible for all costs incurred for installation, and maintenance provided by the telephone company, and must be constructed to current telecommunications specifications.

6.1.3 CONDITIONS

The company has the right to provide service the most economical way for the company. The customer may incur construction charges if a request is made for special construction to benefit the customer.

1. Basic Extension Service

This type of service is where the company plant facilities are extended from the main access location, or the serving terminal of the main access location. (See example 1)

2. Enhanced Extension Service

This type of service is where the company plant facilities are used in the plant distribution system. This would be where the serving drops are serving locations from two different distribution access terminals. (See example 2)

3. Extended Extension Service

This type of service is the same as above except that it will require 2 or more central office distribution pairs (See example 3)
The customer may have the option to purchase existing drop facilities for OPE's under the continuous property extension service type, at calculated investment costs.
See tariff for applicable recurring and non-recurring charges.

4. Parameters

Off premise extension service must only be offered where quality of service is not affected. Off premise services shall not be provided to locations where the total footage to connect the extension locations together is in excess of 6000 feet.

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PRICE SCHEDULE

6. SPECIAL SERVICES

6.1 OFF PREMISE EXTENSION SERVICE (OPE) (CONT'D)

6.1.3 CONDITIONS (CONT'D)

5. Construction

Aid to construction charges will apply if facilities not in place.

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Other non-recurring charge will apply. (Service Order Charge, Service Call Charge, etc.)

6. Rates

The following rates will apply for all companies.

Extensions to a shop, barn, other types of out buildings.

This will also include residence to business / business to residence.

	<u>MVC</u>
R - Basic OPE	\$2.00
B - Basic OPE	5.00
R - Enhanced OPE	5.00
B - Enhanced OPE	13.00
Extended OPE	Appropriate access line rate

Extension service extended to another resident will incur the appropriate class exchange access rate charges. A residence is a location with eating and sleeping facilities.

Business locations may have extensions using the Basic or Enhanced rating.

Business or Residential Extended off premise extension service requiring two or more central office distribution pairs will incur the appropriate class exchange access rate charges.

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PRICE SCHEDULE

6. SPECIAL SERVICES

6.2 SUBSCRIBER LINE EXTENSIONS

6.2.1 GENERAL

A. CONDITIONS

1. Any individual or company making a request for telephone service with the Company must have on file a completed application which must be approved by the General Manager or designated authority.

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PRICE SCHEDULE

6. SPECIAL SERVICES

6.2 SUBSCRIBER LINE EXTENSIONS

6.2.1 GENERAL

A. CONDITIONS

2. Permit, Right of Way, Survey and Easement Acquisition
 - a. The Company reserves the right, at its sole discretion, to require that the service requestor acquire the necessary permits, right of way, surveys and/or easements for the Company to deliver service to the requested address.
 - b. The initial cost of obtaining permits, right of way, surveys and/or easements is to be borne by the party requesting the service and paid before the construction is started. As a general rule, no payment is to be made by the Company for permits, right of way, surveys, and/or easements. Any exceptions to this policy must be approved by the Missouri Valley Communications Board of Directors.
 - c. The permits, right of way, and/or easements shall be legally sufficient to accommodate the placing and maintaining of common communications facilities.
 - d. All required permits, right of way, easements or surveys shall be obtained prior to the final staking or start of the construction.
3. When the Company places facilities according to the plan concurred by the property owner or his agent the cost of any site restoration will be borne by the customer and/or property owner, e.g., restoration of asphalt, sod, concrete, landscaping, etc.
4. The property owner or the customer shall be liable for repairs to communications facilities damaged by their actions or that of their employees, contractors, or agents. Such liability shall also include any restoration of the damaged site to original condition approved by the property owner, e.g., restoration of asphalt, sod, concrete, landscaping, etc.
5. Any rearranging, rerouting, and/or unusual reinforcing costs of existing communications facilities will be borne by the customer and/or property owner requesting it.

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PRICE SCHEDULE

6. SPECIAL SERVICES

6.2 SUBSCRIBER LINE EXTENSIONS

6.2.1 GENERAL

A. CONDITIONS (Cont'd)

6. Cancellations

For any cancellation of services, a refund of charges will be at the discretion of the Company

7. Release & Hold Harmless agreement

A signed RELEASE & HOLD HARMLESS agreement will be required from the grantor/owner of premise property where construction is required. This Agreement shall specifically pertain, without limitation, to injury or damage occurring to or by underground lines, wires, pipelines or other underground hazards. It shall be the responsibility of the grantor to locate all underground facilities, except those owned by the Company.

8. Waiver of Aid to Construction

The Company reserves the right, at its sole discretion, to waive any or all of the aid to construction based upon its analysis.

B. DEFINITIONS

1. Permanent Location

Any structure on a fixed foundation that is intended to remain in place for more than 12 months. This includes stick frame or metal frame buildings, houses, garages, vacation homes, mobile homes, modular buildings and other similar structures.

2. Temporary Location

Any structure on a mobile, skid frame or any type foundation that is not permanently fixed to a location. This includes RVs, travel trailers, job shacks, and other structures that can easily be moved.

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PRICE SCHEDULE

6. SPECIAL SERVICES

6.2 SUBSCRIBER LINE EXTENSIONS

6.2.1 GENERAL (Cont'd)

B. DEFINITIONS (Cont'd)

3. Communication Facilities

Any cable, poles, conduit, microwave or carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide intrastate services offered under the price schedules referenced by the Price Schedule.

6.2.2 INDIVIDUAL SUBSCRIBER

A. CONDITIONS FOR PERMANENT LOCATION

1. Construction Costs

The construction cost estimate is based upon the cost of cable and other materials, labor and electronics as of the time the estimate is written.

Costs for obtaining any necessary permits, easements, surveys and/or right-of-way will be included in the project estimate. In certain circumstances, the Company may require that the requestor acquire these facilities. See Section 6.2.1.A.2.a.

The estimate is good for 90 calendar days.

2. Company contribution - Mainline

The Company will cover the first \$3,000 in costs to construct mainline facilities from the nearest available network interconnection point to the location. All additional costs are the responsibility of the subscriber.

3. Company contribution – Service Drop

The Company will cover the cost of customer premise equipment at the location (ONT, NID, etc.) and the cost of the service drop up to the first 300 feet from the nearest available network interconnection point. Any additional service drop costs beyond 300 feet will be included in the aid to construction estimate.

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PRICE SCHEDULE

6. SPECIAL SERVICES

6.2 SUBSCRIBER LINE EXTENSIONS

6.2.2 INDIVIDUAL SUBSCRIBER (Cont'd)

A. CONDITIONS FOR PERMANENT LOCATION (Cont'd)

4. Temporary Facilities

Where feasible, the Company will place a temporary service drop to the subscriber location at no cost when current conditions prevent the installation of a permanent drop. The Company will maintain the temporary service drop until a permanent service drop is constructed.

5. Terms

Fifty percent of the subscriber's portion of the construction costs must be paid before construction commences. The remaining 50% is due at the time construction is completed or service is activated, whichever comes first.

B. CONDITIONS FOR TEMPORARY LOCATION

1. Construction Costs

The construction cost estimate is based upon the cost of cable and other materials, labor and electronics as of the time the estimate is written.

Costs for obtaining any necessary permits, easements, surveys and/or right-of-way will be included in the project estimate. In certain circumstances, the Company may require that the requestor acquire these facilities. See Section 6.2.1.A.2.a.

The estimate is good for 30 calendar days.

2. Temporary Facilities

If feasible, the Company will place a temporary service drop to the subscriber location when current conditions prevent the installation of a permanent drop. The costs for repairs to or replacement of the drop are the sole responsibility of the subscriber.

3. Terms

100% of the construction costs must be paid by the subscriber before construction commences.

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PRICE SCHEDULE

6. SPECIAL SERVICES

6.2 SUBSCRIBER LINE EXTENSIONS

6.2.3 SUBDIVISIONS, INDUSTRIAL & COMMERCIAL DEVELOPMENTS

A. CONDITIONS

1. The construction of communications facilities to subdivisions, developments, cluster and mobile home complexes, and industrial parks shall be dependent upon the following being made available to the Company.
 - a. A county/city approved plat of the properties being addressed.
2. The Company shall determine the design of all Company wire and cable routes, entrance an/of tie facilities, and equipment structure, on private property or utility easement. The developer will be responsible for any costs incurred over and above the basic facilities design not in the best interest of the Company.

3. Construction Costs

Costs for obtaining any necessary permits, surveys, easements, and/or right-of-way outside the perimeter of the development will be included in the project estimate.

It is the sole responsibility of the developer to obtain all permits, surveys, easements, and or right-of-way within the perimeter of the development and shall not encumber the Company.

The construction cost for extending mainline feeder facilities to the edge of the subdivision and construction costs for mainline distribution facilities within the development are estimated separately.

The estimate is good for 120 calendar days.

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PRICE SCHEDULE

6. SPECIAL SERVICES

6.2 SUBSCRIBER LINE EXTENSIONS

6.2.3 SUBDIVISIONS, INDUSTRIAL & COMMERCIAL DEVELOPMENTS (Cont'd)

A. CONDITIONS (Cont'd)

4. Extending mainline facilities to the edge of the development

a. Company Contribution

The Company will cover the first \$3,000 in costs to construct mainline feeder facilities to the edge of the development. The remaining costs are the responsibility of the developer.

b. Plat and plan changes

Any revisions to the original plat and/or utility corridors as provided to Project from which the estimates are created may result in additional aid to construction charges.

5. Mainline distribution facilities within the development

a. Company Contribution

The Company will cover the first \$3,000 in costs to construct mainline distribution facilities within the development. All additional costs are the responsibility of the developer.

b. Plat and utility corridor changes

Any revisions to the original plat and/or utility corridors as provided to the Company from which the estimates are created may result in additional aid to construction charges.

c. Terms

100% of the developer's portion of the construction costs must be paid before construction commences.

B. CONTRACT

1. The Contract will include appropriate monthly class of services charge for contract period.

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