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September 12, 2019

Hand Delivered

Mr. Steven Kahl
Executive Director
Public Service Commission
600 East Boulevard Ave., Dept. 408
Bismarck, ND 58505-0480

RE: Midcontinent – Tariff Switched Access Services

Dear Mr. Kahl:

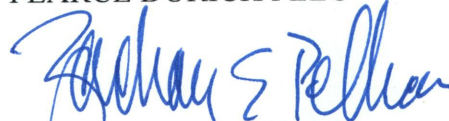
Enclosed for submission to the North Dakota Public Utilities Commission is the following revised Local Exchange Service Tariff applicable to North Dakota Local Exchange and Long Distance Services of Midcontinent Communications. This submission replaces previous Tariff No. 1 in its entirety effective November 1, 2013.

The filing date of this tariff is September 12, 2019, with an effective date of October 1, 2019.

Please contact me with any questions regarding this filing.

Sincerely,

PEARCE DURICK PLLC



ZACHARY E. PELHAM

Counsel to Midcontinent Communications

ZEP/ak
Enclosure

**MIDCONTINENT COMMUNICATIONS
SIOUX FALLS, SOUTH DAKOTA**

**LOCAL EXCHANGE SERVICE TARIFF
Replaces Previous Tariff No. 1 in its Entirety
Effective November 1, 2013**

TARIFF APPLICABLE TO

NORTH DAKOTA

**LOCAL EXCHANGE and
LONG DISTANCE SERVICES**

OF

MIDCONTINENT COMMUNICATIONS

CHECK SHEET

Original and revised pages, as indicated below, comprise all effective pages of this tariff.

<u>PAGE</u>	<u>REVISION</u>
Title Page	Original
Check Sheet	Revision 1
Explanation of Terms	Revision 1
1	Revision 1
2	Revision 1
3	Revision 1
4	Revision 1
5	Revision 1
6	Revision 1
7	Revision 1
8	Revision 1
9	Revision 1
10	Revision 1
11	Revision 1
12	Revision 1
13	Revision 1
14	Revision 1
15	Revision 1
16	Revision 1
17	Revision 1
18	Revision 1
19	Revision 1
20	Revision 1
21	Revision 1
22	Revision 2
23	Revision 1
24	Revision 1
25	Revision 1
26	Revision 1
27	Revision 2
28	Revision 2
29	Revision 2
30	Removed

EXPLANATION OF CHANGE SYMBOLS

SYMBOL	EXPLANATION
(C)	To signify changed regulation, rule, condition or listing
(D)	To signify discontinued material
(I)	To signify rate increase
(M)	To signify material moved from or to another part of the document with no change, unless there is another change symbol present
(N)	To signify new material
(R)	To signify rate reduction
(S)	To signify reissued material
(T)	To signify a change in text but no change in rate, condition, rule or regulation

(T)

(T)

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(T)

(T)

1. APPLICATION and SCOPE OF TARIFF

This tariff applies to local exchange and long distance intrastate message telecommunications services provided by MIDCONTINENT COMMUNICATIONS (**Midco**) for communications within the state of South Dakota. (N)

Midco's service is subject to availability of its facilities in the company's serviceable area and subject to the terms and conditions of this tariff. Service may be furnished by wire, cable, fiber optics, broadband, radio and/or a combination thereof. The charges quoted are for a period of one (1) month, unless otherwise noted, and are payable monthly billed one month in advance. (T)

2. DEFINITIONS

The following definitions apply for certain terms used generally throughout this tariff.

Access Line: A communications channel which is used for access to the local or long distance network.

Authorized User: A person, firm, corporation, or other legal entity which is authorized by the customer to use the service of the customer.

Basic Exchange Telecommunications Service: A service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switch telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switched telecommunications network.

Billing Period: The period of time between customer invoices, consisting of approximately 30 days.

Company: MIDCONTINENT COMMUNICATIONS (**Midco**)

(N)

Customer: The customer is the person, firm, corporation, or other legal entity which: orders, cancels, or amends service; is responsible for the payment of charges; and is responsible for compliance with all Midcontinent tariff regulations.

Holiday: One of the following Federally recognized Holidays: Independence Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.

Household: A "household" as used in the terms of eligibility for Lifeline and as defined by the FCC is any individual or group of individuals who are living together at the same address as one economic unit. A household may include individuals that are related and unrelated. An "economic unit" consists of all adult individuals contributing to the income and expenses of a household. An adult is any person eighteen years or older. If an adult has no or minimal income, and lives with someone who provides financial support to him/her, both people shall be considered part of the same household. Children under the age of eighteen living with their parents or guardians are considered to be part of the same household as their parents or guardians.

2. **DEFINITIONS (cont'd)**

Indebted Household: An indebted household is a household that contains a member who is indebted to the Company for telecommunications service provided previously. An indebted household occurs when an applicant was a member of the household when the prior debt was incurred by the indebted person, regardless of whether at the same address or a new one, or the applicant moved into the same dwelling where the prior bill was incurred, and the indebted person is still living there.

LATA: The acronym for Local Access and Transport Area, a geographic area established for the provision and administration of communications services.

Local Access Line or Local Distribution Channel: The facility consisting of the necessary equipment and local telephone company lines, required to interconnect the customer's or authorized user's premises to the Midcontinent network point within the local exchange area.

Normal Business Hours: Is the time between 8:00 AM and 5:00 PM, Central Standard Time, Monday through Friday, excluding holidays.

Method of Applying Rates: Call duration is computed from the time connection is established between the calling party and the called party with fractions of a minute rounded up to the nearest 1/10th of a minute.

Toll Free Services: The service is inclusive of all toll-free prefixes, i.e. 800, 888, etc. and is a non-dedicated access toll service unless specifically described as dedicated or special access that enables the subscriber to receive calls from any telephone in the United States ~~State of North Dakota~~ over the subscriber's local exchange service line. (T)

Weekday: One of the normal business days of the week, Monday through Friday, excluding Holidays and Weekend periods.

Usage Rates: A recurring per minute fee for Midco services. (T)

3. GENERAL RULES and REGULATIONS

3.1 Use of Service

- A. Services are for customer's end use only and may not be resold to, shared with, or made available to any third party by customer. Customer is responsible for security and all usage of service on their account. (T)
- B. Customers or authorized users may not use the services of **Midco** for any unlawful and/or fraudulent purpose. Services will not be furnished if any law enforcement agency, acting within its jurisdiction, advises Midco that such service are being used or are likely to be used in violation of the law and/or in a fraudulent manner. If **Midco** receives other evidence giving reasonable cause to believe that such services are being used or are likely to be used for unlawful and/or fraudulent purposes, it may either discontinue or deny the services and/or refer the matter to the appropriate law enforcement agency in accordance with law and/or Commission rules. (T)
- C. **Midco** reserves the right to limit the length of a conversation or message and to discontinue the connection to meet the exigencies of an emergency or when in its judgment such action is necessary to assure equitable use of the facilities. (T)
- D. **Midco** services are not designed for the use of recording devices, and customers who use such devices to record two-way conversations, do so at their own risk. (T)
- E. The Company reserves the right to limit the length of a Promotion of Service. From time to time, **Midco** may offer service at a reduced rate or free of charge for promotional, market research or rate experimentation purposes. Such offerings will be for a limited duration and participating customers will be so notified. (T)
- F. No customer shall use any service mark or trademark of Midcontinent Communications and/or **Midco** or refer to Midcontinent Communications and/or **Midco** in connection with any product, equipment promotion, or publication of the customer without the prior written consent of **the Company** ~~Midcontinent Communications~~. (T)

3. GENERAL RULES and REGULATIONS (cont'd)

3.2 Limitation of Liability

- A. **Midco's** liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, shall be determined in accordance with any applicable South Dakota law. In no event shall **Midco's** damages exceed the total amount customer has paid for service to **Midco** during the preceding twelve (12) month period. (T)
- B. **Midco** is not liable for the actions, omissions or negligence of any other company furnishing a portion of the services. (T)
- C. **Midco** shall not be liable or in default under any Agreement for loss, damage, delay, or failure of performance resulting directly or indirectly from any force majeure event, including without limitation: unusually severe weather conditions, earthquakes, floods, lightning; other natural disaster; pest damage; power surges, fluctuations, or failures; strikes or labor disputes; water; acts of God; the elements; war, terrorist acts, riots, insurrections, civil disturbances; government regulations; acts of civil or military authorities; inability to secure component parts; requirements and service priorities imposed by applicable laws, ordinances, regulations, or judicial or administrative orders; condemnation, taking by eminent domain, damage or destruction of the main **Midco** Office building or of the property it contains, in whole or in part; fuel or energy shortages; acts of omissions of communications common carriers other than **Midco**; or any other cause beyond **Midco's** reasonable control. (T)
- D. The customer will indemnify, defend, and save harmless **Midco** against: (T)
1. Claims for libel, slander or infringement of copyright arising out of the material, data, information or other content transmitted over facilities furnished by **Midco** or its suppliers. (T)
 2. Claims for damage to customer or authorized user's premises, including claims made by a third party resulting from the furnishing of service by **Midco** when said damage is not the result of negligence of **Midco** agents or employees. (T)

3. GENERAL RULES and REGULATIONS (cont'd)

3.2 Limitation of Liability (cont'd)

3. Patent infringement claims arising from or combining or connecting **Midco** channels with customer provided equipment or systems. (T)
- E. **Midco's** liability for an **error or omission** in any directory listings is limited to the charges made for the listing itself. **Furthermore, Midco** shall not be liable to customers or others for any incidental, indirect, special or consequential damages of any kind, including loss of use, loss of business, or loss of profit, arising from errors or omissions ~~in directory listings~~. (T)
- F. **Midco's** liability, if any, for its willful misconduct is not limited by the Tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair, or restoration of service. **Midco's** liability, if any, shall not exceed an amount equal to the proportionate part of the monthly recurring charge for the service for the period during which the service was affected. This liability shall be in addition to any amounts that may otherwise be due the customer under this Tariff as an allowance for interruptions. (T)

3.3 Obligations of the Company

- A. Service will be provided where facilities and billing capability are available. Services shall include, but not be limited to, the existence of access and/or billing arrangements on an originating and/or terminating basis. In the absence of access arrangements between the Company and the access provider at a particular station, a customer may be unable to receive calls at or from the affected location. (T)

3. GENERAL RULES and REGULATIONS (cont'd)

(T)

3.4 Customer Obligations

- A. The customer shall be responsible for ensuring that customer provided equipment or facilities are properly interfaced with services arranged for by **Midco**. The customer shall secure all licenses, permits, rights-of-way, and other arrangements which might be necessary for any such interface. (T)
- B. Customer shall operate his equipment in such a manner that his use of **Midco** or **Midco** provided facilities shall not interfere with other customer's use of **Midco** services. (T)
- C. The customer shall be responsible for damages to **Midco** or its agent's facilities caused by the negligence or willful acts of the customer's or his authorized user's officers, employees, agents or contractors or invites. (T)
- D. The customer shall be responsible for all loss through theft, fire, flood, and other catastrophes damage to **Midco** provided equipment on the customer's or his authorized user's premises. (T)
- E. Access to the customer's or authorized user's premises shall be provided. Access to **Midco** provided equipment or facilities for the purpose of maintenance, testing or repair shall also be provided. **Midco** will notify the customer in advance if such action is required and will attempt to schedule its activities at a mutually convenient time during normal business hours. When at the specific request of the customer, such work is performed outside normal working hours, ~~Special Service~~ hourly technician charges may apply. (T)
- F. Emergency access to the customer's or authorized user's premises by **Midco** may be necessary for inspection, repair and/or removal of facilities. Such access shall be made available on an unrestricted, 24 hour per day, seven day per week basis. (T)
- G. The customer is responsible for ensuring that, except for designated personnel, no one attempts to adjust, modify, move or otherwise interfere in any way with the continuous operation of **Midco** equipment located at the customer's or authorized user's premises. (T)

3. GENERAL RULES and REGULATIONS (cont'd) (T)

3.4 Customer Obligations (cont'd)

- H. The customer guarantees and assures **Midco** that his authorized user (s) will satisfy all provisions of this tariff and abide by its regulations. The customer also assumes all responsibility for his authorized user (s) relative to compliance with the provisions of this tariff. (T)
- I. The customer is responsible for all charges posted for calls made from customer's phone numbers and equipment. ~~The customer shall be responsible for the security and use of all Authorization Codes assigned to the customer by Midcontinent.~~ Customer shall also be responsible for all calls made to a toll-free number provided by **Midco** under the terms of its ~~contract a Subscription Agreement.~~ Customer shall notify **Midco** within sixty (60) days or receipt of any monthly invoice, of any charges believed to be incorrect. (D)
(D)
(T)
(T)

3.5 Application for Service

3.5.1 Information Required

When applying for service, each prospective customer will be required to furnish **Midco** with the following information: (T)

- A. The name of the party who will be responsible for the payment for the services provided. (T)
- B. The address or addresses or exact location of the premises where service is to be provided and billed. (T)
- C. Any information ~~requested~~ **required** to make a proper determination of appropriate creditworthiness. (T)
- D. **Midco** reserves the right to refuse service if: (T)
1. An applicant is indebted to the Company for past bills incurred and refuses to liquidate the debt; (T)

3.5 Application for Service (cont'd)

3.5.1 Information Required (cont'd)

2. An applicant refuses to pay a reasonable deposit, advance payment, or installation charge; (T)
3. An applicant has previously had service with **Midco** and has had that service disconnected for non-payment on **one or more** ~~three (3) prior~~ occasions; (T)
|
(T)
4. An applicant, although not personally liable to the Company, is attempting to return service to an indebted household and no attempts are forthcoming to liquidate the debt of that household; (T)
5. An applicant fails to provide reasonable, **accurate** and legal means of identification; (T)
6. An applicant is in violation of governmental or telecommunications company rules concerning evasion of payment, use of service for unlawful purposes, annoyance of other patrons, or interference with or destruction of service facilities. (T)

3.5.2 Initiation of Service

- A. Service shall be deemed to be initiated upon the service activation date specified in the customer contract. (T)
- ~~B. Qualifying applicants for Lifeline Service may initiate service without paying a deposit if they voluntarily elect to have Toll Blocking on their line. Toll Blocking will be provided at no charge to Lifeline customers.~~ (M)
|
(M)

4. PAYMENT and CREDIT REGULATIONS

4.1 Advance Payments

- A. At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service and/or installation charges which may be applicable, in addition to such special construction and installation charges as are to be borne by the applicant. The amount of the advance payment is credited to the customer's account on the first bill rendered. (T)
- B. Federal, State or Municipal governmental agencies may not be required to make advance payments. (T)
- C. When required, a customer may assure payment by submitting a deposit. A deposit shall not exceed an estimated two months' gross bill or existing two months' bill where applicable. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the utility, except where such bill has been discharged in bankruptcy. A utility shall not require a deposit or guarantee of payment without explaining in writing why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return. The deposit shall be refunded to the customer after 12 consecutive months of prompt payment of all bills to that utility. The utility may, at its option, refund the deposit by direct payment or as a credit on the bill. With notice any deposit of a customer shall be applied by the utility to a bill when the bill has been determined by the utility to be delinquent. Each utility shall issue a written receipt of deposit to each customer from who a deposit is received and shall provide a means whereby a depositor may establish a claim if the receipt is unavailable. (T)
- D. Interest shall be paid on deposits at **statutory rate** ~~a rate of 7% per annum~~. Upon termination of service, the deposit with accrued interest shall be credited to the final bill and the balance shall be returned within 45 days to the customer. (T)

4. PAYMENT and CREDIT REGULATIONS (cont'd)

4.2 Credit Policy

A. Deposit and Guarantee

Midco may require a deposit or guarantee of payment from any customer or applicant who has not established good credit. Deposit or guarantee of payment requirements as prescribed by **Midco** is based upon standards which bear a reasonable relationship to the assurance of payment. **Midco** may determine whether a customer has established good credit, except as herein restricted:

(T)

(T)

1. A customer, who within the last 12 months has not had service disconnected for nonpayment of a bill and has not been liable for disconnection of service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit.

(T)

2. **Midco** will not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, nation origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this chapter.

(T)

3. **Midco** will not use any credit reports other than those reflecting the purchase of telecommunication services to determine the adequacy of a customer's credit history without the permission in writing of the customer.

(T)

B. Refund of Deposit

(T)

The deposit shall be refunded or credited to the customer after not more than twelve (12) consecutive months of prompt payment (which may be eleven (11) timely payments and one automatic forgiveness of late payment). The account shall be reviewed after twelve (12) months of service, and if the deposit is retained, it shall again be reviewed at the end of the **Midco**'s accounting year or on the anniversary date of the account.

(T)

4. PAYMENT and CREDIT REGULATIONS (cont'd)

4.3 Rendering and Payment of Bills

A. Service Dates:

1. For all usage sensitive charges, accrual will begin immediately upon access to the service. (T)
2. For local service and all services requiring dedicated access connections, accrual of monthly recurring charges will begin the day of the installation of the facilities. (T)
3. The minimum service period is one month. (T)

B. Rendering of Bills:

1. All monthly usage charges are billed monthly for the preceding billing period.
2. All monthly recurring fees are billed one month in advance for the month for which the fee is applied. (T)
3. All charges stated anticipated normal installation and maintenance of the channel (s). In situations where unusual installations or customized maintenance of the channel (s) is requested, additional Special Service charges may apply. (T)

C. Payment of Bills:

1. As provided by the administrative rules for the South Dakota Public Utilities Commission, each customer is afforded a payment period of **fifteen** (15) days from the time bills are sent and an additional payment period of **five** (5) days during which the bill is owing. At the conclusion of these two periods, all bills are due and payable. **Midco** reserves the right to put any customer on an "early pay" list or require auto-pay in accordance with those same administrative rules. The customer is responsible for payment of all charges for services and equipment provided to the customer or his authorized user (s). ~~This include any use of an Authorization or Access code, by the customer or charges incurred as a result of any delegation of authority resulting in use of the Midcontinent service (s), and/or Authorization codes.~~ (T)

4. PAYMENT and CREDIT REGULATIONS (cont'd)

4.3 Rendering and Payment of Bills (cont'd)

2. The Company reserves the right to charge a ~~\$5.00~~ late fee found in Appendix A (T)
Rate Schedule upon any unpaid amount commencing **thirty** (30) days after the (T)
date of billing for all monthly recurring and non-recurring charges as a late pay
penalty on any billing or account which is in delinquent status.
3. The customer is liable for all reasonable expenses and fees, including attorney's (T)
fees, incurred by the Company in connection with the collection or attempted
collection of any unpaid amount owed, that have been ordered by a court of law.
4. **Midco** reserves the right to deny service if the customer has repeatedly been (T)
disconnected for non-pay.

4.4 Cancellation of Application for Service

A. Cancellation of Application of Service by Subscriber (M)

1. If a customer cancels his/her request for service prior to the time that any costs (T)
have been incurred by **Midco**, directly related to the furnishing of that service, no (T)
charge applies.
2. If a customer cancels his/her request for service after **Midco** has incurred costs (T)
directly related to furnishing such service, there will be a charge equal to the costs
incurred up to a total of the installation charge and one month's recurring charge,
and a minimum usage charge if applicable.
3. In the event that customer induced delays prevent the activation of service for (T)
more than thirty (30) days beyond the scheduled installation date, **Midco** may (T)
consider the delay a cancellation of application for service. (M)

4. PAYMENT and CREDIT REGULATIONS (cont'd)

4.4 Cancellation of Application for Service (cont'd)

B. Discontinuance of Service by **Midco**

(T)

The Company may discontinue service to a customer without notice under the following conditions:

1. In the event of tampering with the Company's equipment;
2. In the event of a condition determined to be hazardous to the customer, to other customers of the Company, to the Company's equipment, the public, or to employees of the Company; or
3. In the event of a customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

(T)

(T)

(T)

C. The Company may discontinue service to a customer under the following conditions after giving customer five (5) days' (excluding Sundays and legal Holidays) notice:

(T)

1. For failure of the customer to pay a bill for service when due;
2. For failure of the customer to meet the Company's deposit and credit requirements;
3. For failure of the customer to make proper application for service;
4. For customer's violation of any of the Company's rules on file with the Commission;
5. For customer's breach of the contract for service between the Company and the customer;

(M)(T)

(T)

(T)

(T)

(T)

(M)

4. PAYMENT and CREDIT REGULATIONS (cont'd)

4.4 Cancellation of Application for Service (cont'd)

- 6. For a failure of the customer to furnish such service, equipment, and/or rights-of-way necessary to serve said customer as shall have been specified by the utility as a condition of obtaining service; or (T)

- 4. When necessary for the utility to comply with any order or request of any governmental authority having jurisdiction. (T)

- D. Service will not be disconnected on any Friday, Saturday, Sunday or legal Holiday, or at any time when the Company's business offices are not open to the public, except where an emergency exists. (T)

5. SERVICE DESCRIPTIONS and RATES

Midco's Local Service is any call within the company's local service area of the calling phone (T)
where a toll charge is not incurred. Services will be provided where technically feasible.

Local Line Service will allow customers to make local calls from the customer's telephone station in addition to the completion of local calls.

5.1 Local Exchange Service Rates

1. Application of Usage Rates (T)

Each full minute is charged at the appropriate per minute rate as specific in this section.
Each fraction of a minute is charged at a fraction of the per minute rate rounded up to the nearest 1/10th of a minute.

2. Local Exchange Rates (T)

Rates for lines and features can be found in Appendix A *Rate Schedule*.

5.2 Local Service Features

3 WAY CALLING (CONFERENCE 3 WAY) – Allows the subscriber to conference 2 parties together with the subscriber.

~~AUTOMATIC CALL BACK~~ – Allows the subscriber to enter a code that automatically redials the last number dialed. (D)

ANONYMOUS CALL REJECTION – All calls that block delivery of their telephone number are rejected.

~~AUTOMATIC RECALL~~ – Allows the subscriber to dial a code for the last incoming caller. (D)

~~CANCEL CALL WAITING~~ – Allows the subscriber to dial a code to cancel call waiting on a per call basis. (D)

5. SERVICE DESCRIPTIONS and RATES (cont'd)

5.2 Local Service Features (cont'd)

CALL FORWARDING BUSY ~~LINE~~ – Incoming calls to a busy telephone number are forwarded to another number the subscriber chooses. (T)

CALL FORWARDING DO NOT ANSWER – Unanswered incoming calls are forwarded to another number that the subscriber chooses.

CALL FORWARDING REMOTE – Allows the subscriber to forward their line from any line.

CALL FORWARDING UNIVERSAL (VARIABLE) – All incoming calls are forwarded to a subscriber designated telephone number.

~~CALL HOLD – Subscriber can put the caller on hold and pick it up at any extension.~~ (D)

CALLER ID ~~CALLING NAME DELIVERY~~ – Displays the name of the incoming call. (T)

~~CONFERENCE CALLING 6 WAY – Allows the subscriber to dial a code and conference 5 callers together with the subscriber.~~ (D)

~~CALL PICK UP – Multi line subscriber dials an access code to answer a call to one line at another line location in the same subscriber group.~~ (D)

CALL WAITING – An audible tone alerts the subscriber of a second incoming calls.

CALL WAITING WITH CALLER ID – Working in conjunction with call waiting, allows the subscriber to receive the name and number of an incoming call while on the phone.

CALL TRANSFER – Allows the subscriber to transfer the call to another location.

DIRECTORY NUMBER HUNTING – Allows the main number to roll to other number that the subscriber owns so that more than one incoming call can be answered at once.

5. SERVICE DESCRIPTIONS and RATES (cont'd)

5.2 Local Service Features (cont'd)

~~DISTINCTIVE RINGING WITH CALL WAITING~~ – Allows the subscriber to program a list which incoming calls are identified by a distinctive ring or call tone. (C)

~~LAST NUMBER RETURN-RECALL~~ – Allows the subscriber to dial the last number dialed using a code. (T)

~~MULTIPLE APPEARANCE DIRECTORY NUMBER~~ – Allows the number to be assigned to more than one telephone set. (D)
(D)

MESSAGE WAITING TONE – Allows a message center to inform a user that there is a message (stutter dial tone).

SPEED CALLING LIST 8 OR LIST 30 – Allows the subscriber to program a list of frequent called numbers. They can dial them by a 1-digit code for SCL – 8 and 2-digit code for SCL – 30.

SELECTIVE CALL REJECTION – Allows the subscriber to program a screening list to control which incoming calls are rejected.

~~SELECTIVE CALL ACCEPTANCE~~ – The subscriber programs a screening list to control which incoming calls are accepted. (D)
(D)

SELECTIVE CALL FORWARDING – The subscriber programs a screening list to control which incoming calls are forwarded.

SIMULTANEOUS RING – Allows the subscriber to have an incoming call ring up to four different phone numbers simultaneously. (N)
(N)

SUPPRESS LINE ID – Allows the subscriber to stop their name or number to be delivered.

TOLL DENIAL – Allows the subscriber to deny dialing long distance.

5. **SERVICE DESCRIPTIONS and RATES (cont'd)**

5.3 **Information Service Access Blocking**

Where facilities are available, customers have the option to block access to all "900" and "976" prefix numbers, without charge for the first block. **Midco** will comply with all applicable rules of the Commission concerning such blocking. (T)

5.4 **Emergency Call Handling Procedures**

Emergency 911 calls are placed by dialing the digits "911" (A "9" may be required prior to dialing "911" on non-Midco owned equipment/services depending upon the subscriber's location). Such calls are not routed to **Midco** but are routed through the local network to the appropriate public safety answering point. (T)

Midco provides its customers with access to police, fire and rescue service through 911/E911, a service that automatically provides the customer's address provided by **Midco** and registered with the local 911 dispatch center. The customer will be responsible for directing any emergency personnel, related to a 911 call, to the correct building, room, location, or person in need of emergency assistance. (T)

Through **Midco's Voice Digital Phone Service**, **Midco** has engineered its service to comply with the telephone industry standards for reliability and access to 911. This includes backup power for our telephone network and monitoring to provide additional backup for longer outages. As with any other phone service provider, **Midco's Voice Digital Phone Service**, including 911 calls and E911 service, will be unavailable if the lines between the customer's home and the network switch are disabled due to a catastrophic condition, such as a storm, and E911 service may be unavailable due to problems at the government's call center that are outside of **Midco's** control. If there is a power outage for an extended period of time, and if the modem of the customer's **Voice Digital Phone Service** does not have back-up batteries, the customer would not have access to emergency services. (T)(C)

5. SERVICE DESCRIPTIONS and RATES (cont'd)

5.4 Emergency Call Handling Procedures (cont'd)

With **Midco Voice Digital Phone** Service, the telephone modem is set up to provide service to the address customer provided when signing up for service and will not work if moved outside the local **Midco Voice Digital Phone** network. The modem is not to be moved to another location without first contacting **Midco** Customer Service. Failure to notify **Midco** of any equipment move may disrupt customer's 911 or E911 services. (T)(C)

5.5 Interexchange Service

Midco provides equal access, 1+ dialing, for all long distance calling customers. **Midco** Long Distance Rates can be found in Appendix A *Rate Schedule*. (T)

A. Unlimited Domestic Long Distance (T)

Per **Midco's** Terms and Conditions, customers agree that:

1. The Service provided by **Midco** will be utilized solely in accordance with all applicable laws. **Midco** reserves the right to terminate your participation in the Unlimited Domestic Long Distance immediately and without advance notice if **Midco**, in its sole discretion, believes that you have violated any law or in accordance with a court order or an order of any regulatory or law enforcement authority; (T)
2. The Residential Service provided by **Midco** will be utilized solely for customer's personal, residential, non-commercial or governmental activities, profit or non-profit, including but not limited to home office, business, call center services, sales, telecommuting, transcription, telemarketing, autodialing, continuous or extensive **calls or** call forwarding, fax broadcast, fax blasting or any other activity that would be inconsistent with normal residential usage patterns. Customer shall not resell or redistribute (whether for a fee or otherwise) the Service, or any portion thereof, or otherwise charge others to use the Service, or any portion thereof. Customer agrees that if customer uses the Service for any prohibited commercial or governmental purpose, customer will pay any applicable higher rates for such use during all past periods; and (T)

5. SERVICE DESCRIPTIONS and RATES (cont'd)

5.5 Interexchange Service (cont'd)

3. Customer will adhere to any **Midco** policies, rules and regulations related to the Service. Customer acknowledges that **Midco** reserves the right to terminate customer's participation in the Unlimited Plan without advance notice (except as required by applicable law) for any prohibited transmission or uses and to terminate the Unlimited Plan in the event of a violation of the foregoing use restrictions or in the event of an excessive number of calls during a fixed period, heavy usage during business hours, heavy usage concentrated over consecutive dates, or usage that may be deemed to be business or commercial use. Customer minutes used may be monitored and the customer may be required to provide all relevant phone records to **Midco** if there are indications of usage abuse of this Service in violation of the Service Agreement.

5.6 Toll-free Service

- A. ~~Definition – The service is inclusive of all toll free prefixes, i.e. 800, 888, etc. The service is a non-dedicated access toll service unless specifically described as dedicated or special access that enables the subscriber to receive calls from any telephone in the State of North Dakota over the subscriber's local exchange service line.~~
- B. Application of Usage Rates – Per call usage charges are dependent on the duration of the call. Each full minute is charged at the appropriate per minute rate as specified in this section. Each fraction of a minute is charged at a fraction of the per minute rate rounded up to the nearest 1/10th of a minute.
1. Toll-Free rates can be found in Appendix A *Rate Schedule*.

5. SERVICE DESCRIPTIONS and RATES (cont'd)

5.7 Directory Assistance

(T)

Local and Long-Distance Directory Assistance is available to customers of Midco. The charge applies to each call regardless of whether ~~the DA Bureau~~ **the requested telephone number is able to furnished the requested telephone number.** A charge is incurred for each Directory Assistance call.

(T)

Charges for Directory Assistance are rated per call which can be found in Appendix A *Rate Schedule*.

5.8 Operator Service

(T)

Local Operator Service is furnished to customers upon their request in order to complete local calls. There are several options for Operator Services available.

A. Credit Card Calling

(M)(T)

Customer dialed "0+" calls and completed by the caller or completed by the operator that will be billed to the caller's credit card instead of the telephone originating the call.

B. Station-to-Station

(T)

Any operator-handled call whereby the person originating the call does not specify a particular person to be reached, or a particular station.

C. Person-to-Person

(T)

Any operator-handled call whereby the person originating the call specifies to the operator a particular person to be reached, or a particular station.

D. Directory Assisted Call Completion

(T)

Customer dialed Directory Assistance for telephone number information and the operator completes by dialing the number for the customer.

(M)

6. CALL TRACING

6.1 General

Call Tracing allows for the identification and recording of the telephone numbers of some or all of the incoming calls to the telephone line of a customer.

6.2 Definitions

- A. Customer – A person, firm, partnership, limited liability company, corporation, municipality, cooperative association or organization, governmental agency, or other entity receiving telecommunications service. (M)(T)
- B. Customer-Originated Call-Tracing Service – A customer-activated, call-specific form of call tracing available as part of a set of services called Customer Local Area Signaling Services (CLASS). (T)
- C. Emergency – A situation that appears to present immediate danger to person or property. (T)
- D. Investigative or Law Enforcement Officer – An officer of the United States, a state, or a political subdivision of the United States or a state, or a University of South Dakota peace officer, which is empowered by law to investigate or make arrests for crimes related to communications, or an attorney authorized by law to prosecute those crimes. (M)(T)

6.3 Terms and Conditions

- A. Call Tracing will be provided when requested by both a customer and an investigative or law officer and the customer has provided consent. Normally written consent will be required. (T)
In emergencies, Call Tracing will be provided upon receiving oral consent from the Customer. The customer will be requested to provide written consent promptly and advised to seek the assistance of an investigative or law enforcement officer.
- B. Information regarding the originating telephone numbers will be disclosed only to investigative or law enforcement officers, not to customers receiving Call Tracing services. (T)

6. CALL TRACING (cont'd)

6.3 Terms and Conditions (cont'd)

C. The Company will work with investigative or law enforcement officers to determine how long Call Tracing services should be provided. (T)

D. The Company may provide Customer-Originated Call-Tracing Service (CLASS) as an alternative to Call Tracing in response to a Call Tracing request from a customer who is located in an exchange where CLASS Call-Trace is available and where CLASS Call-Trace will function as accurately as Call Tracing. (T)

6.4 Rates

A. Call Tracing rates can be found in Appendix A *Rate Schedule*. (T)

7. LIFELINE ASSISTANCE PROGRAM

(T)

7.1 Description

The Federal Lifeline Program (Lifeline) assists low-income applicants with reductions in their monthly voice and/or broadband services. The assistance applies for a single telephone line or broadband service at the applicant's principal place of residence.

7.2 Eligibility Requirements

A. To receive assistance an applicant must demonstrate an annual household income at or below 135 percent of the federal poverty guidelines, or must demonstrate participation by the applicant, applicant's dependent (s) or a member of the applicant's household ⁽¹⁾ in one of the following programs:

- Federal Public Housing Assistance (FPHA)
- Medicaid
- Supplemental Nutrition Assistance Program (SNAP)
- Supplemental Security Income (SSI)
- Veterans Pension Benefit and Survivors Pension
- Bureau of Indian Affairs General Assistance
- Tribally Administered Temporary Assistance to Needy Families (TANF)
- Tribal Head Start
- Food Distribution Program on Indian Reservations (FDPIR)

(T)

7.3 Terms and Conditions

A. An applicant may request Lifeline assistance through:

www.CheckLifeline.org/Lifeline from any computer or mobile device to create an account, receive an eligibility decision, and use the list of local service providers to enroll; or

B. An applicant may request Lifeline assistance through completion and submission of a paper application and copies of proof of eligibility to the USAC Lifeline Support Center.

(C)(N)

(C)(N)

⁽¹⁾ A household is defined, for purposes of administrating this program, as any individual or group of individuals who live together at the same address and share income and expenses.

(N)

(N)

7. **LIFELINE ASSISTANCE PROGRAM** (cont'd)

(N)

7.3 Terms and Conditions (cont'd)

- C. Customers are limited to one credit per household, which may be applied towards a qualifying voice service, broadband service or a bundled voice and data service package.
- D. Applicants must provide proof of eligibility and be deemed eligible for participation before monthly credits begin. Credits will only be issued on a go-forward basis.
- E. Nonrecurring charges will not apply when establishing this program on existing services.
- F. Toll Restriction (also known as Toll Blocking) is available to Lifeline customer upon request at no charge. No service deposit will be required for applicants who voluntarily elect toll restriction with the initiation of Lifeline service.

(N)

7.4 Credit and Collections

(T)(M)

- A. Credit verification procedures used for all applicants who apply for service with Midco will also be used for applicants who apply for service under the Lifeline programs.
- B. Deposit standards used for all applicants who apply for service with Midco will also be used for applicants who apply for service under the Lifeline Programs.
- C. Once service has been established for a Lifeline applicant, he or she will be expected to adhere to the same bill payment policies expected of any other Midco customer.

(T)(M)

8. CUSTOMER INQUIRIES and COMPLAINTS

(M)

Customer inquiries regarding service or billings may be made in writing or by telephone to **Midco** at the following address:

(T)

Midco
3901 N Louise Avenue
Sioux Falls, South Dakota 57107
Telephone: (800) 888-1300

A Midco representative will respond within 48 hours from the receipt of the inquiry and will monitor the Customer's situation to assure that their inquiry is answered as soon as possible.

Customers who are dissatisfied with the response to their complaint may file their complaint with the North Dakota Public Service Commission for resolution of the issues at the following address:

North Dakota Public Service Commission
600 E Boulevard
Bismarck, ND 58505-0480
1-877-245-6685

(M)