

Exhibit 1

Prefiled Testimony of Nancy Vogel

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

**IN THE MATTER OF PETITION FOR ARBITRATION)
OF AN INTERCONNECTION AGREEMENT BETWEEN) TC21-124
MIDCONTINENT COMMUNICATIONS AND)
JAMES VALLEY COOPERATIVE TELEPHONE)
COMPANY)**

**PREFILED DIRECT TESTIMONY OF
NANCY VOGEL
ON BEHALF OF MIDCONTINENT COMMUNICATIONS**

May 10, 2022

1 **Q. Please state your name for the record.**

2 A. My name is Nancy Vogel.

3 **Q. By whom are you employed and in what capacity?**

4 A. I am the Director of Regulatory Finance at Midcontinent Communications (“Midco”). I have
5 been an employee of Midco for 35 years, mostly in positions related to telecommunications
6 regulation.

7 **Q. In that position, do you have responsibilities related to negotiation and implementation**
8 **of interconnection agreements and other intercarrier agreements?**

9 A. Yes. I have participated in the negotiation and implementation of more than 50 intercarrier
10 agreements, including 33 interconnection agreements between Midco and incumbent local
11 exchange carriers. Most of the other intercarrier agreements I have negotiated and
12 implemented have been extended area service agreements, which are similar in nature to
13 interconnection agreements.

14 **Q. What is the purpose of your testimony?**

15 A. I will be discussing each of the four open issues identified by Midco in its April 19, 2022
16 Response to James Valley’s List of Disputed Issues (the “Midco Response”) and explaining
17 why Midco’s position on those issues should be adopted. This testimony focuses on factual
18 and policy reasons for adopting Midco’s positions on these issues. I will discuss the issues in
19 the order they are identified in the Midco Response.

20 This testimony also includes responses to the issues that James Valley Cooperative
21 Telephone Company (“James Valley”) raised in its April 25, 2022 Reply to Midco’s List of
22 Disputed Issues (the “Reply”). These responses will be relevant only to the extent that the
23 Commission does not grant the Motion to Strike the Reply filed by Midco on May 6, 2022,

1 and are being included contingent on the Commission's action on that motion.

2 **Issue 1: Whether Midco should be required to describe itself as a local exchange carrier**
3 **in the recitals to the agreement.**

4 **Q. Can you describe this issue?**

5 A. James Valley has proposed that the recitals in the agreement include a statement that Midco
6 is a certificated local exchange carrier in South Dakota, using the following language:

7 Midcontinent is a local exchange telecommunications company
8 authorized to provide Telecommunications Services in the State of South
9 Dakota.

10 Midco's current proposal is to omit this recital entirely or to use the following language:

11 Midcontinent is a telecommunications company authorized to provide
12 interconnection services in the State of South Dakota.

13 **Q. Why should the Commission adopt Midcontinent's position?**

14 A. There are several reasons to adopt Midcontinent's position.

15 First, it is important to recognize that this language is contained in the recitals to the
16 agreement. The recitals are not substantive; they are essentially information that the parties
17 want to include in the agreement to describe themselves and the purposes of the agreement. I
18 think of recitals as providing an explanation of why there is an agreement, but they are not
19 necessary. In fact, I have worked on many agreements that do not include recitals. Given the
20 purposes of recitals and that they are not mandatory, I have never negotiated or recall seeing
21 an agreement that contained a description of a party in the recitals that was not agreed to by
22 that party.

23 Second, while it appears that James Valley is concerned that the agreement will not contain
24 language that requires Midco to be a certificated local exchange carrier in the James Valley
25 service area, the language James Valley proposes is not necessary to achieve that goal. Most
26 obviously, the Commission's March 18 order speaks for itself. In addition, as discussed

1 below in connection with Issue 4, Midco has proposed language for the agreement that
2 addresses James Valley's supposed concerns by not permitting traffic to be exchanged under
3 the agreement until Midco has all necessary regulatory authority. Nothing else is required;
4 indeed, this language ensures that James Valley will not be required to exchange traffic
5 prematurely.

6 **Issue 2: Whether the agreement should be voided if Midco sells its business to an entity**
7 **that is not a local exchange carrier.**

8 **Q. Can you describe this issue?**

9 James Valley has proposed language for the agreement that would terminate the agreement if
10 Midco is sold to an entity that is not authorized to provide local exchange services. Midco
11 has proposed alternative language that would limit this provision to sales to entities that are
12 not authorized to provide interconnection services.

13 James Valley's proposed language is as follows:

14 If any sale or transfer of Midcontinent or facilities used to provide
15 services under this Agreement is to an entity that is not authorized to
16 provide local exchange Telecommunications Service this Agreement is
17 terminated.

18 Midco has proposed the following text:

19 If any sale or transfer of Midcontinent or facilities used to provide
20 services under this Agreement is to an entity that is not authorized to
21 provide interconnection service in the Groton exchange of James Valley
22 this Agreement is terminated.

23 **Q. Is this type of provision necessary in this agreement?**

24 A. It is not. Any sale or transfer of Midco or its assets would be subject to the Commission's
25 jurisdiction. If a transaction would result in a violation of the Commission's rules or orders –
26 any rule or order – both Midco and the buyer would be at risk for sanctions, up to and
27 including suspension or revocation of authority to provide service. From a business
28 perspective, neither Midco nor a buyer would be willing to take that kind of risk.

1 **Q. Does the James Valley language raise any other concerns?**

2 A. Yes. Most important, it does not really make any sense. For instance, if another company
3 bought Midco, Midco would retain any Commission authorization it already had, including
4 its local exchange certificates of authority. James Valley's language would require the buyer
5 to obtain a separate, redundant, certificate of authority that the buyer would not use. This
6 would be a waste of time and effort for Midco, the buyer, and the Commission.
7 In addition, the James Valley language does not account for the possibility that the
8 requirements for providing interconnection services would change, for instance as a result of
9 modifications in Commission policy or legislation. It is not clear at all what would happen in
10 such a case. (While the agreement has a change of law provision, it seems likely that James
11 Valley would argue that it was not a violation of new law for the agreement to impose greater
12 restrictions than those required by law.)

13 **Q. How does the Midco proposal differ from the James Valley proposal?**

14 A. The Midco proposal would allow any entity that has the necessary authority to provide
15 interconnection services to purchase Midco or its assets. If a company bought Midco in its
16 entirety, and Midco had all necessary authority, the buyer would not need to obtain any
17 additional authorization. If a company bought only Midco's assets, but already had local
18 exchange authority in Groton, that authorization would suffice. And if a company bought
19 only Midco's assets but did not have the necessary authority in Groton, it would be required
20 to obtain that authority before it closed the transaction.

21 **Q. Why is the Midco proposal superior to the James Valley proposal?**

22 A. The Midco proposal will ensure that whichever entity is providing interconnection services
23 following a transaction – Midco or the buyer – will have the necessary authority to provide

1 those services without imposing undue burdens on the buyer or on the Commission. The
2 James Valley proposal, on the other hand, could require a buyer to obtain a local exchange
3 authorization that it would not be required to hold under the Commission's rules and orders.
4 There is no reason for the agreement to have a provision that could result in such an
5 unnecessary application.

6 For the reasons I described earlier, even the language Midco has proposed is unnecessary.

7 However, Midco has proposed its language as a compromise to provide additional assurances
8 to James Valley.

9 **Issue 3: Whether Midco would be permitted to provide wholesale services under the**
10 **agreement.**

11 **Q. Can you describe this issue?**

12 A. Yes. Midco's original draft of the interconnection agreement included a series of provisions
13 that address the mechanics of providing interconnection services. These provisions appear
14 throughout the agreement.

15 James Valley proposes to omit all of these provisions. James Valley did not provide any
16 explanation for rejecting these provisions in its Response. However, based on its
17 unauthorized Reply, James Valley appears to believe that all of Midco's interconnection
18 customers should be required to hold certificates of authority to provide local exchange
19 services in Groton.

20 **Q. Can you briefly describe each of these provisions?**

21 A. Yes. There are ten specific provisions that fall under this issue.

22 The first provision is Section 9.6.1 of the General Terms and Conditions. The language
23 proposed by Midco requires Midco to provide relevant data from its interconnection
24 customers in connection with audits.

1 The second provision is Section 16 of the General Terms and Conditions. The language
2 proposed by Midco indicates that actions taken by Midco's customers for wholesale
3 interconnection services will not be treated as force majeure events that allow Midco to be
4 excused from its obligations under the agreement.

5 The third provision is Section 22.2.2 of the General Terms and Conditions. The language
6 proposed by Midco provides that Midco will indemnify James Valley for damages resulting
7 from use of Midco's interconnection services by Midco's customers.

8 The fourth provision is Section 2.15 of the Glossary attached to the General Terms and
9 Conditions. The language proposed by Midco indicates that an End User Customer of any of
10 Midco's interconnection customers will be treated as an End User Customer of Midco for
11 purposes of the agreement.

12 The fifth provision is Section 2.21 of the Glossary to the General Terms and Conditions. The
13 language proposed by Midco defines the term "Interconnection Customer" as a customer that
14 purchases interconnection services.

15 The sixth provision is Section 3.1 of the Number Portability Attachment. The language
16 proposed by Midco requires Midco to ensure that its interconnection services customers
17 comply with the regulatory requirements related to telephone numbering.

18 The seventh provision is Section 2.3 of the Interconnection Attachment. The language
19 proposed by Midco indicates that Midco provides interconnection services to its
20 Interconnection Customers, which in turn provide service to End Users.

21 The eighth provision is Section 5.2 of the Interconnection Attachment. The language
22 proposed by Midco prevents Midco from allowing Interconnection Customers to assign
23 telephone numbers assigned to James Valley's territory to any location outside the James

1 Valley local calling area.

2 The ninth provision is Section 5.3 of the Interconnection Attachment. The language
3 proposed by Midco applies Section 5.3 to Interconnection Customers, as well as to Midco
4 itself.

5 The tenth and final provision is the footnote to Exhibit 1 to the agreement. Exhibit 1
6 addresses NXX codes that will be covered by the agreement. The language proposed by
7 Midco the language in Exhibit 1 permits Midco to specify NXX codes obtained by its
8 interconnection customers to be used to exchange traffic,

9 Some of these provisions are intended to facilitate Midco's provision of interconnection
10 services, while others protect James Valley. For instance, the language in Exhibit 1 is
11 necessary for Midco to provide interconnection service because those NXX codes need to be
12 programmed into the James Valley switch. On the other hand, the language proposed by
13 Midco in Section 22.2.2 of the General Terms and Conditions protects James Valley by
14 giving it recourse if any actions of Midco's interconnection customers harm James Valley.

15 **Q. Do these provisions have anything to do with the question of whether Midco's**
16 **interconnection customers should hold local exchange authorizations?**

17 A. Not at all. Not one of these provisions says anything about what authorizations are required
18 to provide retail services in Groton. There is no reason why provisions concerning the
19 mechanics of wholesale interconnection services should include any language about the
20 authorizations held by wholesale customers. That is not what those provisions are about.

21 **Q. Would it be reasonable for the agreement to contain language requiring Midco's**
22 **interconnection customers to hold local exchange certificates?**

23 A. It would not. Midco's potential customer base is not limited to certificated local exchange

1 carriers. As James Valley is well aware, local exchange carriers are not the only entities that
2 need and are entitled to local interconnection. For instance, Midco and James Valley both
3 have multiple interconnection agreements with wireless providers that operate as commercial
4 mobile carriers under the FCC's rules. None of these wireless providers holds a local
5 exchange certificate. Under current law, voice over IP providers also are not required to hold
6 certificates because their service is treated as jurisdictionally interstate by the FCC and the
7 Eighth Circuit Court of Appeals. In fact, James Valley interconnects with wireless providers
8 and has multiple EAS agreements, and does not require the parties to those agreements to
9 hold local exchange certificates in Groton.

10 Midco's interconnection services could offer any of these types of providers significant
11 advantages over individual interconnection agreements. These advantages could include the
12 ability to interconnect at one location and reach customers across the state, diverse routing,
13 and other features that might not be available from other providers.

14 In this context, limiting Midco's potential wholesale interconnection business to certificated
15 local exchange carriers would be unreasonable. Preventing other service providers from
16 obtaining wholesale interconnection services – providers that *already* are authorized to serve
17 in the James Valley service territory – would hurt both those providers and Midco without
18 any corresponding public benefit. It also is unreasonable because it would impose a
19 limitation on Midco's interconnection services that is not imposed on James Valley or any
20 retail carrier in South Dakota.

21 **Q. Does Midco have similar provisions in other agreements?**

22 A. Midco currently has only one other agreement with a rural carrier in a market where it
23 planned to offer wholesale interconnection services. That agreement contains some language

1 on wholesale interconnection requirements, but not as much language as Midco proposed in
2 this agreement.

3 **Q. Why are the agreements different?**

4 A. There are several reasons.

5 As I just mentioned, the other agreement was Midco's first agreement with a rural carrier that
6 covered wholesale interconnection services. At that time, we had not thought out all of the
7 specifics of providing wholesale interconnection services. Even then, we did include specific
8 language that acknowledges that Midco will be providing wholesale interconnection services
9 and accounts for at least some of the operational elements of that service.

10 Second, Midco's relationship with the carrier for the other agreement is different than its
11 relationship with James Valley. That agreement was voluntary, not arbitrated, and Midco has
12 experience working with that carrier in a cooperative fashion. Given that history and that the
13 other carrier knew that Midco intended to provide wholesale interconnection services and
14 agreed to amend the agreement, it was reasonable to conclude that additional protections for
15 the two parties were not necessary.

16 Here, however, James Valley has resisted Midco's request from the start, and throughout the
17 process has indicated that it does not intend to be cooperative (even to the point of trying to
18 change agreed-to language in the proposed interconnection agreement). That context makes
19 it important to ensure that the agreement includes language necessary to implement
20 wholesale interconnection services, so that James Valley cannot refuse to do so or otherwise
21 impede Midco from serving wholesale customers once the agreement is effective.

22 Also, as I suggested earlier, while preparing a draft agreement for James Valley, Midco
23 realized that it would be better to include additional specific language that addressed issues

1 that could arise when it provides wholesale interconnection services. It is my experience that
2 anything you can do in an interconnection agreement to ensure that the parties understand
3 both their rights and obligations will improve the ongoing relationship, to the benefit of both
4 parties and their customers. For those reasons, we proposed tailored language focused on
5 wholesale interconnection services.

6 **Q. What are the impacts of omitting these provisions from the agreement?**

7 A. Simply put, omitting these provisions from the agreement will make it more difficult for
8 Midco to provide wholesale interconnection services and for James Valley to operate under
9 the agreement.

10 One example is the proposed language in Exhibit 1 that allows Midco to add new NXX codes
11 to its list of exchanges subject to the agreement, based on the NXX codes assigned to its
12 customers. Absent this provision, the agreement would have to be amended each time a new
13 NXX code was assigned, a time-consuming and unnecessary process (and, given the history
14 of this process, one that could require the Commission to intervene). It would be inefficient,
15 to say the least, not to include this language.

16 As I have mentioned, there also is language that protects James Valley. For instance,
17 Midco's proposed language in the Number Portability Attachment prevents Midco from
18 serving interconnection customers that use Groton telephone numbers to serve people who
19 are outside of Groton. Without this language, James Valley might not have any recourse in
20 such cases.

21 The reasoning for including each of the provisions listed under Issue 3 is similar. Each
22 addresses a specific issue that could arise when Midco provides wholesale interconnection
23 services that would not arise if Midco were not operating as a wholesale carrier. Addressing

1 these issues now, rather than during implementation or while Midco is providing
2 interconnection services is a reasonable, practical approach, and the Commission should
3 conclude that Midco's proposed language should be adopted.

4 **Issue 4: Whether a standard provision on compliance with laws should be revised to**
5 **impose additional obligations on Midco.**

6 **Q. Can you describe this issue?**

7 A. Midco's original draft of the interconnection agreement included standard language
8 requiring the parties to the agreement to comply with legal obligations relevant to the
9 agreement and to the services they provide. Midco's proposed language reads as follows:

10 Each Party shall comply with all federal, state, and local statutes,
11 regulations, rules, ordinances, judicial decisions, and administrative
12 rulings applicable to its performance under this Agreement.

13 James Valley proposed a version of this provision that would add language to the beginning
14 of the standard language Midco proposed. Its proposal reads as follows:

15 This Agreement is subject to and contingent upon it and each Party
16 complying with all federal, state, and local statutes, regulations, rules,
17 ordinances, judicial decisions, and administrative rulings applicable to ~~its~~
18 performance under this Agreement.

19 The Midco language is a simple requirement to comply with relevant law. The James Valley
20 language is, in effect, a trigger that would terminate the agreement if either party failed to
21 comply with any provision of law that had any relation to its performance under the
22 agreement.

23 In response to James Valley's language, Midco also proposed to add a new sentence to the
24 end of Section 2.1 of the General Terms and Conditions. That sentence would read as
25 follows:

26 Midcontinent will not seek to exchange traffic under this Agreement
27 until it has obtained all regulatory authority necessary to provide the
28 services contemplated hereunder

1 **Q. Is the language James Valley proposes unusual?**

2 A. It is extremely unusual. In fact, I do not recall seeing any kind of similar language in any
3 other interconnection agreement, including agreements with other rural carriers or with
4 CenturyLink. To confirm my recollection, in preparing this testimony, I reviewed eight of
5 the interconnection agreements that Midco has in South Dakota. None of them contained
6 language comparable to that proposed by James Valley.

7 **Q. Can you provide examples?**

8 A. Yes. In fact, many of the agreements I reviewed contained identical language.

9 This is the compliance with laws provision in Midco's agreements with Alliance
10 Communications, Interstate Telecommunications, Northern Valley, Santel (for facilities-
11 based services), Valley Communications, and Venture Communications:

12 Each Party shall comply with all federal, state, and local statutes,
13 regulations, rules, ordinances, judicial decisions, and administrative
14 rulings applicable to its performance under this Agreement.

15 This is the compliance with laws provision in Midco's resale agreement with Santel:

16 Each Party shall comply with all applicable federal, state, and local laws,
17 rules and regulations applicable to its performance under this Agreement.
18 Without limiting the foregoing, each Party agrees to keep and maintain
19 in full force and effect all permits, licenses, certificates, and other
20 authorities needed to perform obligations hereunder.

21 This is the compliance with laws provision in Midco's agreement with CenturyLink (which
22 was known as Qwest at the time we entered into the agreement):

23 Each Party shall comply with all applicable federal, state, and local laws,
24 rules and regulations applicable to its performance under this Agreement.
25 Without limiting the foregoing, Qwest and CLEC agree to keep and
26 maintain in full force and effect all permits, licenses, certificates, and
27 other authorities needed to perform their respective obligations
28 hereunder.

29 As you can see, none of those agreements contained any language making the agreement

30 "contingent" on the agreement itself or the actions of the parties being compliant with every

1 applicable legal requirement at all times.

2 **Q. Why is the trigger language proposed by James Valley a bad idea?**

3 A. First, it is a hair trigger that literally could void the agreement if either party violated any
4 rules related to the agreement, even once, and even if the violation were extremely minor.
5 For instance, carriers occasionally miss the deadline for complying with a number portability
6 request. This violates the FCC's rules, but it is not remotely material to the underlying
7 interconnection agreement, and these matters almost always are handled between the parties.
8 The James Valley language would allow either party – possibly even the one that made the
9 mistake – to claim that the agreement was voided, bringing the parties back to square one.
10 The question of how the James Valley language would be enforced is another problem.
11 Again, the language says that the agreement itself is “contingent” on compliance, but does
12 not explain who will determine if there has been noncompliance. For many reasons, it is
13 inappropriate for either party to decide that question, but the language creates the potential
14 for a party to claim a violation, to stop performing, and to cut off the other party's customers
15 from access to the people they want to call or who want to call them.
16 Finally, the part of the language that makes the agreement “contingent” on the agreement
17 itself complying with law contradicts other provisions of the agreement, notably the change
18 of law provision in Section 28, which contains a specific process for addressing changes in
19 law that does not terminate the agreement. The entire reason for Section 28 is to ensure that
20 the agreement will continue to operate even if there is a change of law. The James Valley
21 proposal for the compliance with law language would ignore that process and potentially
22 require the parties to enter into a brand new agreement every time there is a change in law.
23 My experience as someone whose job requires me to deal with regulatory issues and with

1 changes in the rules tells me that this is an unreasonable approach, one that could lead to
2 endless negotiations for new agreements.

3 **Q. Why is Midco's language better?**

4 A. The Midco language is better for at least two reasons.

5 The first reason is that the Midco language reflects the way the industry has been addressing
6 compliance with law provisions since the 1996 Act. This means that the language is well
7 understood and that the parties know their obligations and the implications of failing to
8 comply with regulatory requirements. In fact, the language in many of Midco's agreements
9 (and its proposed language in this agreement) originated in templates prepared by incumbent
10 local exchange carriers, including by rural incumbent carriers in South Dakota, or their
11 consultants. This is not language that was imposed on either the incumbent carriers or on
12 Midcontinent, but language that the parties agreed was reasonable. That is not the case for
13 the James Valley proposal.

14 Second, the Midco language leaves all potential remedies for noncompliance on the table,
15 and the remedies can be fitted to the impact of the violation. Some noncompliance is trivial
16 and does not warrant any remedy; some causes harm that can be redressed through damages;
17 some harm can be redressed through action by the regulator; and truly serious harm from
18 noncompliance that is material to the agreement as a whole and that cannot be remedied can
19 be redressed through termination (subject, of course, to Commission oversight). The James
20 Valley language is not as flexible. In fact, it is not flexible at all because it is essentially a
21 one-size-fits-all remedy. For these reasons, the Midco proposal is far superior, and the
22 Commission should adopt it.

23 **Q. Can you explain the reasons for the language that Midco has proposed to add to Section**

1 **2.1 of the General Terms and Conditions?**

2 A. Yes. One possible reason for James Valley’s proposed language would be a concern that
3 Midco would attempt to exchange traffic under the agreement without having obtained all
4 necessary regulatory authority. While Midco would not do that, that concern can be
5 addressed with language that does not create the potential issues raised by the James Valley
6 language. The new language in Section 2.1 makes it clear that no traffic can be exchanged
7 under the agreement before Midco has all requisite regulatory authority.

8 **THE FOLLOWING MATERIAL IS SUBMITTED ON A CONTINGENT BASIS,**
9 **SUBJECT TO THE COMMISSION’S ACTION ON MIDCO’S MOTION TO STRIKE**

10 **Q. Can you describe the two new issues raised by the James Valley Reply?**

11 A. Yes. The Reply attempts to add two new issues to this proceeding. The first new issue is
12 whether new language should be added to the agreement that requires all of Midco’s
13 interconnection customers to hold certificates of authority to provide local exchange service.
14 James Valley does not specify where this language should be inserted or provide any text for
15 this provision. The second new issue is that James Valley seeks to add language to Section
16 29.2 of the General Terms and Conditions that does not permit the agreement to be filed with
17 the Commission until Midco obtains its own local exchange service certificate of authority,
18 although again it did not provide specific contract language.

19 **Q. Should the Commission adopt the James Valley proposal to require Midco’s**
20 **interconnection customers to hold certificates of authority to provide local exchange**
21 **service?**

22 A. Definitely not. I have described most of the reasons that adopting agreement language that
23 requires Midco customers to hold certificates of authority is a bad idea in my discussion of
24 Issue 3, and those reasons apply to this new issue as well. However, to the extent that the

1 Commission wishes to consider this new issue, Midco would propose the following language
2 as an alternative to the James Valley proposal:

3 Midcontinent will provide interconnection services only to
4 Interconnection Customers that hold any required authorizations for the
5 services they offer.

6 This language could be added to the end of Section 2.1 of the General Terms and Conditions,
7 after the sentence that Midcontinent already has proposed to add. It addresses the issue that
8 James Valley claims is a concern while preserving Midco's right to serve all potential
9 interconnection customers. Given that James Valley already interconnects with carriers that
10 do not hold certificates of authority in Groton, it should have no objection to this language.

11 **Q. Should the Commission adopt the James Valley proposal to add language prohibiting**
12 **the parties from filing the agreement until Midco obtains local exchange authority?**

13 A. There is no reason to add such language and it should not be included.

14 First, as noted above under Issue 4, Midco already has proposed language that would not
15 allow traffic to be exchanged until Midco has all necessary regulatory authority. For the
16 reasons described in that discussion, this provides all the protection James Valley and the
17 Commission would need against Midco providing interconnection service before it is
18 authorized to do so.

19 Second, it is obvious that the reason James Valley has made this proposal (again, without any
20 specific contractual language) is to maximize the delay between now and when Midco can
21 provide interconnection service in Groton. The delay would not be just the time for filing,
22 comment, and approval, but also would include the time that would follow to plan
23 interconnection and implement it, which would stretch the process out to several months at a
24 minimum. The only party that benefits from such delay is James Valley, while Midco, its
25 interconnection customers, and the end user customers served by Midco's interconnection

1 customers would be harmed. Given the language proposed already in this proceeding by
2 Midcontinent, there is no basis to adopt James Valley's ill-defined proposal.

3 **END OF MATERIAL SUBMITTED ON A CONTINGENT BASIS, SUBJECT TO THE**
4 **COMMISSION'S ACTION ON MIDCO'S MOTION TO STRIKE**

5 **Q. Does this conclude your direct testimony?**

6 A. Yes, it does.

7

ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1. ORDERING

- 1.1. Orders shall be submitted on James Valley Local Service Request forms (LSR). Midcontinent will provide a guide, training, and access to its Porting Gateway system.
- 1.2. Access to retail Customer Proprietary Network Information (CPNI) and Customer Service Records (CSR) will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and PIC freeze indication. Parties agree that the Parties' representatives will not access the information specified in this subsection without the End User Customer's authorization ("Authorization") that the End User Customer has agreed to the release of this information. The Party requesting the CSR is responsible for End User Customer authorization.
- 1.3. The Parties agree not to view, copy, or otherwise obtain access to the End User CSR information of any customer without Authorization. The Parties will obtain access to End User Customer record information only in strict compliance with applicable laws, rules, or regulations of the FCC and the state
- 1.4. The Parties shall provision services during the regular business hours of 8:00 am and 5:00 pm central time.
- 1.5. The Parties agree when an End User transfers service from one Party to the other Party it may be necessary for the Parties to coordinate the timing for disconnection from one Party and connection with the other Party so that transferring End Users are not without service for any extended period of time.
- 1.6. Each Party is responsible for obtaining a Letter of Authorization ("LOA") from each End User initiating Migration of service from one Party to the other Party. The Party obtaining the LOA from the End User will furnish it to the other Party upon request. Such LOA may be a blanket LOA or other form agreed upon between the Parties which authorizes the release of customer proprietary network information from one Party to the other Party or, if state or federal law provides otherwise, in accordance with such law. Transmission of the LOA will be made via facsimile or email in order to expedite order processing
- 1.7. Directory Listings

Each Party shall maintain and keep current its own customer information (i.e., directory assistance listing information, including name, address, phone number, nonlisted and nonpublished indicators, caption information, and other information Carrier provides to third party LECs) in currently available databases used in the provision of intercompany operator services (e.g., local assistance, directory assistance, directory assistance call completion, busy line verification/interrupt), and shall ensure that the other Party can obtain access to such information. If requested, each Party shall identify for the other Party its directory listings publisher and its directory listings publication cut-off date. It

shall be the responsibility of the Party obtaining this information from the other Party to submit directory listings in the prescribed manner and timeframe to the publisher.

1.8.911/E911 Services

Each Party shall be responsible for establishing its interconnection from its Switch to the emergency service 911/E911 service provider's router.

1.9. Local Number Portability (LNP)

Local Number Portability ("LNP") provides an End User of Local Exchange Traffic with an active account the ability to retain its existing telephone number when changing from one local exchange telecommunications carrier to another at the same location. The Parties recognize that some of the Local Exchange Traffic to be exchanged under this Agreement may be destined for telephone numbers that have been ported.

1.10. The Parties shall provide LNP query, routing, and transport services in accordance with rules and regulations as prescribed by the FCC and the guidelines set forth by the North American Numbering Council ("NANC"). The applicable charges for LNP query, routing, and transport services shall be billed in accordance with each Party's applicable tariff.

1.11. Each Party shall obtain its own NPA-NXX's.

1.12. Maintenance and Repair

The Parties agree to provide 24/7/365 contact numbers for the purpose of emergency maintenance of service.

1.13. Misdirected Repair Calls

For misdirected repair calls, the Parties will provide their respective repair contact number to each other on a reciprocal basis and provide the End User Customer the correct contact number. In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to market services.

LOCAL NUMBER PORTABILITY (LNP) ATTACHMENT

Local Number Portability

General

1.1 The Parties will provide local number portability (LNP), in accordance with FCC orders, rules and regulations, and North American Numbering Council (NANC) guidelines and recommendations adopted by the FCC for wireline services. The Parties will work cooperatively to implement any additional FCC ordered portability rules in the timeline outlined in any such order.

1.2 The Parties agree to comply with finalized FCC rules and orders and FCC adopted North American Numbering Council (NANC) procedures and guidelines concerning numbering and local number portability. If either Party's Operations and Network Planning Publications conflict with the FCC's rules and orders, the FCC's rules and orders will prevail.

1.3 Service Management System (SMS) Administration.

Each Party is responsible for establishing and maintaining the required regional contracts with the Number Portability Administration Center (NPAC) Service Management System (SMS).

1.4 N-1 Query.

For purposes of this Agreement, the Parties agree to fulfill their N-1 carrier responsibilities and perform queries on calls to telephone numbers with portable NXXs. Neither Party shall send un-queried calls to the other Party.

1.5 Porting of Reserved Numbers.

End User Customers of each Party may port reserved numbers, as defined in 47 C.F.R. Section 52.15(f)(1)(vi), that the End User Customer has paid to reserve, only if there is at least one working telephone number in the group. Portable reserved numbers are identified on the Customer Service Record (CSR).

1.6 RESERVED

2. Coordinated Cutovers.

2.1 If the customer requests the telephone number to port at a specific time on the day of the port, it is considered a Coordinated Request (Coordinated Hot Cut). A Coordinated Hot Cut (CHC) is not a Simple Port.

2.2 The OSP will charge the NSP for the labor required to perform the CHC including time waiting for the NSP. If a CHC is scheduled outside normal working hours, overtime and premium time labor rates may apply. Labor rates are reflected in the pricing attachment.

- 2.3 Neither Party is required to offer CHC; provided however, to the extent the OSP provides CHC, the OSP will provide the NSP its procedures for a CHC when requested by the NSP.
3. Obligations of Both Parties.
 - 3.1 Each Party shall abide by FCC adopted NANC provisioning and implementation processes. If a Party is providing interconnection services, it will require its Interconnection Customers to comply with all applicable numbering and number portability requirements. Each Party shall become responsible for the End User Customer's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User's telephone number to their switch.

INTERCONNECTION ATTACHMENT

1. General

- 1.1 This Interconnection Attachment sets forth specific terms and conditions for network interconnection arrangements between ILEC and Midcontinent for the purpose of the exchange of Local/EAS that is originated by an End User Customer of one Party and is terminated to an End User Customer of the other Party physically located in the same Exchange Area, where each Party directly provides Telephone Exchange Service to the End User Customer.
- 1.2 This Attachment also describes the physical architecture for the interconnection of the Parties facilities and equipment for the transmission and routing of wireline telecommunications traffic between the respective End User Customers of the Parties and the compensation for such facilities and traffic exchanged.
- 1.3 Both Parties acknowledge that toll traffic will be routed in accordance with Telcordia Traffic Routing Administration Instructions and is not governed by this Agreement. Traffic that is exchanged through an Interexchange Carrier (IXC) is not covered under this Agreement. Any traffic that is not Local/ EAS will be considered toll traffic and subject to access tariffs.

2. Responsibility for Traffic

- 2.1 Midcontinent is responsible for all traffic that Midcontinent delivers to ILEC including but not limited to voice traffic, IP-Enabled Traffic, wireless traffic and toll traffic. Midcontinent shall not provision any of its services in a manner that permits the circumvention of applicable switched access charges by it or any third party. Midcontinent agrees to be responsible for and pay its portion of the Interconnection Facilities and any Access Charges associated with all toll traffic that Midcontinent terminates to ILEC. Midcontinent is the sole responsible Party with respect to all traffic terminated by Midcontinent to its End User Customers.
- 2.2 Traffic originating from a device other than at the End User's fixed service location at the End User's principal service address located in the Groton exchange ("Nomadic Traffic") is prohibited under this Agreement. All Nomadic Traffic delivered by a Party shall be subject to access charges pursuant to ILEC's tariffed switched access rates.
- 2.3 Midcontinent provides Telecommunications Services under this Agreement to Interconnection Customers, which provide services to End Users.
- 2.4 Each Party agrees that it is responsible for implementing the proper Signaling and Signaling Parameters for determining the correct classification of traffic pursuant to Section 6 of this Attachment.
- 2.5 The delivery of traffic that has had Signaling or Signaling Parameters stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned ("Misclassified Traffic") is prohibited under this Agreement. Due to the technical nature of its origination, certain traffic that is not Misclassified Traffic may be

properly transmitted without all the Signaling and Signaling Parameters pursuant to section 6 of this Attachment (“Unclassified Traffic”).

- 2.6 If the percentage of total call traffic transmitted with Signaling and Signaling Parameters in a given month falls below 95%, the Party originating such traffic agrees to pay the terminating Party’s intrastate switched access rates for all Unclassified Traffic for the applicable month. Notwithstanding the foregoing, if a terminating Party determines that Misclassified Traffic has been delivered by the originating Party, Section 2.8, herein below, shall apply with respect to the delivery of such traffic.
- 2.7 If a terminating Party determines in good faith in any month that any traffic delivered by the originating Party is Misclassified Traffic, the Parties agree:
 - 2.7.1 The terminating Party will provide sufficient call detail records or other information, including its reasoning as to why the traffic is misclassified, as notification to the other Party. Upon receipt of such notification, the Party originating such traffic shall investigate and identify the alleged Misclassified Traffic;
 - 2.7.2 In addition to the terminating Party’s other rights and remedies with respect to Misclassified Traffic, the originating Party agrees to pay the terminating Party’s intrastate access rates on all Misclassified Traffic unless a written notice of dispute is provided by the originating Party in accordance with 2.7.4.
 - 2.7.3 The Party originating Misclassified Traffic agrees to take all reasonable steps to cease all actions, and cancel or reroute any service that is permitting the delivery of Misclassified Traffic.
 - 2.7.4 Notwithstanding anything herein to the contrary, the Parties agree that if it is determined that more than five percent (5%) of the total traffic delivered by an originating Party during any consecutive three (3)-month period is Misclassified Traffic, such Party shall be in Default of this Agreement. To the extent that the Parties have enlisted the Dispute Resolution procedures pursuant to section 2.7.4 of this Attachment and section 13 of the General Terms and Conditions to determine the proper treatment of the traffic, a Default shall not occur while such dispute is pending. Each Party shall make a good faith effort to resolve any such pending dispute within a reasonable time period.
- 2.8 Each Party shall take all reasonable steps to correct the causes of misrouted toll traffic, misidentified traffic, Misclassified Traffic and Unclassified Traffic. Such traffic shall be rerouted to toll trunk groups and properly identified. This obligation applies during the pendency of a dispute.
- 2.9 In addition to the audit provisions of Section 9.6 of the General Terms and Conditions, or in the event of a dispute with regard to Misclassified Traffic, each

Party shall have the right to audit the other Party's records to ensure that no traffic is misrouted, misclassified, or is otherwise in circumvention of access charges. Both Parties shall cooperate in providing the records required to conduct such audits. Upon request, the audited Party will cooperate in identifying the physical location of the End User Customer originating or terminating the call. No Party shall have the right to conduct an audit more than one time in a consecutive six-month period.

3. Physical Connection

- 3.1 The Parties agree to physically connect their respective networks, at POI(s) so as to furnish Local/EAS Traffic between Midcontinent and ILEC End User Customers only in the Exchange Areas stated in Exhibit 1, attached hereto and incorporated herein for all purposes. The exchange of traffic to other ILEC exchanges is not part of this Agreement. This Agreement is expressly limited to the transport and termination of Local/EAS Traffic originated by and terminated to End User Customers of the Parties to this Agreement, at the POIs located at the LEC's switch in Groton, South Dakota, CLLI code GRTNSDAXDS0.
- 3.2 Direct Interconnection Facilities between the Parties' networks shall be provisioned as two-way interconnection trunks. The dedicated interconnection facilities shall meet the Telcordia BOC Notes on LEC Network Practice No. SR – TSV – 002275.
- 3.3 ILEC and Midcontinent may utilize new wireline Direct Interconnection Facilities for the mutual exchange of Local/EAS Traffic. The charges for usage and underlying trunks shall be subject to the appropriate compensation based on jurisdiction as provided in Section 4 of this Attachment.
- 3.4 Physical Interconnection
 - 3.4.1 ILEC deploys in its network end office switches.
 - 3.4.2 Trunk Types
 - 3.4.2.1 Local Interconnection Trunks
 - 3.4.2.1.1 The Parties will establish a local trunk group for the exchange of Local/EAS Traffic ("Local Interconnection Trunks") on the Direct Interconnection Facility. The Parties agree that all Local/EAS Traffic exchanged between them will be on trunks exclusively dedicated to such traffic. Neither Party will terminate InterLATA toll traffic or originate untranslated traffic to service codes (e.g., 800, 888) over Local Interconnection Trunks.
 - 3.4.2.1.2 If the Parties' originating Local/EAS Traffic is exchanged utilizing the same two-way Local Interconnection Trunk,

both Parties will mutually coordinate the provisioning and quantity of trunks to be utilized in this arrangement.

3.4.2.2 Direct End Office Trunks

3.4.2.2.1 Direct End Office Trunk Group(s) (Direct EO Trunks) transport traffic in the geographic area covered by the exchanges listed in Exhibit 1 of this Attachment.

3.4.2.2.2 Direct End Office Trunk Group(s) (Direct EO Trunks) transport traffic between Midcontinent's switch and a ILEC End Office and are not switched at a Local Tandem location. Midcontinent shall establish a two-way Direct EO Trunk Group when actual or projected End Office Local/EAS Traffic requires twenty-four (24) or more DS0 trunks. Once provisioned, traffic from Midcontinent to ILEC must be redirected to route first to the Direct EO Trunk.

3.4.2.2.3 All traffic received by ILEC on the Direct EO Trunk from Midcontinent must terminate in the End Office, i.e., no Tandem switching will be performed in the End Office.

3.4.2.3 Toll Trunks

3.4.2.3.1 Toll traffic shall not be routed on the Local Interconnection Trunks.

3.4.2.4 Other Trunk Types: 911 Trunks

3.4.2.4.1 Midcontinent shall be responsible for establishing all necessary 911 trunks for its End User traffic with the appropriate Public Safety Answering Points. Midcontinent may purchase transport for such 911 trunks from ILEC subject to applicable tariff rates.

3.4.3 RESERVED

3.5 The Parties will mutually agree on the appropriate sizing of the transport facilities. The capacity of transport facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. Midcontinent will order trunks in the agreed-upon quantities via an Access Service Request ("ASR") according to Section 6.7 in the Ordering Attachment.

3.6 If Midcontinent's request requires ILEC to build new facilities (e.g., install new fiber), Midcontinent will bear the cost of construction. Payment terms for such costs will be negotiated between the Parties on an individual case basis. No Party will construct facilities that require the other Party to build unnecessary facilities.

3.7 Interface Types:

If the POI has an electrical interface, the interface will be DS1 or DS3 as mutually agreed upon by the Parties. Initially the Parties agree to a SIP interface for traffic exchange

3.8 Programming:

3.8.1 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG guidelines to recognize and route traffic to the other Party's assigned NPA-NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities. Any new Midcontinent or ILEC NPA-NXX codes properly assigned under wireline guidelines and rules to the exchanges listed in Exhibit 1 shall be part of this Agreement.

3.9 Equipment Additions:

Where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for the Parties' internal customer demand.

4. Compensation

4.1 Facilities Compensation

4.1.1 For Direct Interconnection Facilities, Midcontinent may lease facilities from ILEC in its study area, where available, or lease facilities from a third party to reach the POI.

4.1.2 Each Party shall be responsible for all costs of the Direct Interconnection Facilities on its side of the POI. Each Party is responsible for any transport, transiting, or switching charges assessed by any third party on its respective side of the POI. Neither Party shall have any obligation to bear any charges, expenses or other costs assessed in connection with transporting, transiting or switching traffic on the other Party's side of the POI.

4.1.3 If Midcontinent chooses to lease Direct Interconnection Facilities from the ILEC to reach the POI, Midcontinent shall compensate ILEC for such leased Direct Interconnection Facilities used to interconnect with ILEC's network for the transmission and routing of Local/EAS Traffic at the rates contained in the Pricing Attachment of this Agreement.

4.1.4 Midcontinent may use a third party carrier's facilities for purposes of establishing interconnection with the ILEC. In such case, on behalf of Midcontinent, the third party carrier will connect dedicated

facilities with the ILEC. Midcontinent shall be responsible for the payment to any third party carrier for any charges associated with the facilities. If the third-party is CenturyLink, Midcontinent must order the facilities from CenturyLink as a meet-point facility. In no case shall the ILEC be responsible for payment to the third-party carrier.

4.1.5 In the event the ILEC is required to modify its network to accommodate the interconnection request made by Midcontinent, Midcontinent agrees to pay the ILEC reasonable charges for such modifications. If Midcontinent uses a third party network provider to reach the POI, Midcontinent will bear all third party carrier charges for facilities and traffic in both directions on its side of the POI.

4.2 Traffic Termination Compensation

4.2.1 This Section 4.2 is expressly limited to the transport and termination of Local/EAS Traffic originated by and terminated to End User Customers of the Parties in this Agreement. Both Parties agree that the traffic is roughly in balance and therefore compensation for Local/EAS/ISP-Bound Traffic shall be in the form of the mutual exchange of services provided by the other Party with no minute of use billing related to exchange of such traffic issued by either Party.

4.2.2 RESERVED

4.3 RESERVED

5. Routing

5.1 Both Parties will route traffic in accordance with Telcordia Traffic Routing Administration (TRA) instructions.

5.2 Both Parties shall adhere to the North American Numbering Plan (NANP) guidelines for wireline traffic. The Parties shall not assign, and shall not permit any Interconnection Customers to assign, telephone numbers from an NPA/NXX to an End User Customer physically located outside the Rate Center Area with which the NPA/NXX is associated. Further, in order for End User Customers to be considered physically located in the Rate Center, such End User Customers must have valid E911 service with a corresponding record in the serving ALI Database.

5.3 Once Midcontinent has been assigned numbers from NANPA, Midcontinent shall assign numbers within those codes or blocks only to End Users physically located in the ILEC Rate Center Area associated with the number blocks either directly or by means of a dedicated facility from the subscriber's physical location to a location within the ILEC's Rate Center

(such as FX service), and Midcontinent shall require any Interconnection Customer to assign numbers in accordance with these requirements. Numbers shall not be used to aggregate traffic to originate or terminate to either Party. If numbers are assigned to physical locations outside the local calling area, call to such numbers shall be subject to access charges.

- 5.4 Neither Party shall route un-translated traffic to service codes (e.g., 800, 888, 900) over the Local Interconnection Trunks.
- 5.5 N11 Codes: Neither Party shall route un-translated N11 codes (e.g., 411, 611, 711, and 911) to the other party over Interconnection Facilities.

6. Signaling

- 6.1 Each party shall provide accurate Calling Party Number (“CPN”) and JIP associated with the End User Customer originating the call.

- 6.1.1 Each party shall provide accurate Calling Party Number (“CPN”) associated with the End User Customer originating the call. Accurate CPN is:

- 6.1.1.1 CPN that is a dialable working telephone number, that when dialed, will reach the End User Customer to whom it is assigned, at that End User Customer’s Location.

- 6.1.1.2 CPN that has not been altered.

- 6.1.1.3 CPN that is not different than the originating number.

- 6.1.1.4 CPN that follows the North American Numbering Plan Standards for wireline traffic and can be identified in numbering databases and the LERG as an active number.

- 6.1.1.5 CPN that is assigned to an active End User Customer.

- 6.1.6 CPN that is associated with the ILEC Rate Center Area of the specific End User Customer Location.

- 6.1.2 JIP shall be populated as follows:

- 6.1.2.1 The SS-7 JIP parameter should be populated in the initial address message of all wireline calls.

- 6.1.2.2 JIP must be populated with an NPA-NXX that is the same as NPA-NXX of the LRN for calls terminating to the same rate center.

- 6.1.2.3 When call forwarding occurs, the forwarded from DN (Directory Number) field will be populated, the JIP will be changed to a JIP associated with the forwarded from DN and the new called DN will be inserted in the IAM.

6.2 Signaling:

The Parties will connect their networks using SS7 signaling as defined in applicable industry standards including ISDN User Part (“ISUP”) for trunk signaling and Transaction Capabilities Application Part (“TCAP”) for common channel signaling-based features in the connection of their networks. Each Party shall ensure that CPN is available for at least 95% of the calls it terminates to the other Party. Signaling information shall be shared, upon request, between the Parties at no charge to either Party.

6.3 Signaling Parameters:

The Parties agree to utilize SS7 Common Channel Signaling (“CCS”) between their respective networks for the traffic addressed in this Agreement in order to process, track and monitor the traffic. Each Party will provide CCS connectivity in accordance with accepted industry practice and standard technical specifications. For all traffic exchanged, the Parties agree to cooperate with one another and to exchange all appropriate CCS messages, for call set-up, including without limitation ISDN User Part (“ISUP”), Transaction Capability User Part (“TCAP”) messages and Jurisdictional Indicator Parameter (“JIP”) to facilitate interoperability of CCS-based features and functions between their respective networks, including CLASS features and functions. Each Party will provide all CCS signaling parameters, including, but not limited to the originating CPN, in conjunction with all traffic it exchanges to the extent required by industry standards.

6.4 In addition to the Parties’ obligation to deliver traffic with accurate signaling parameters, each month, any Party responsible for any IP-Enabled Traffic will provide, in electronic format acceptable to the other Party, a call detail record for each IP-Enabled call delivered by the Party for termination. Such call detail records shall contain, at a minimum, the following information: Message Date (MM/DD/YY); Originating Number; Terminating Number; Terminating LRN; Connect Time; and Elapsed Time. Additionally, the Party responsible for any IP-Enabled Traffic agrees to provide information sufficient to accurately classify the traffic (Local Traffic, EAS, Intrastate Switched Access (includes IntraLATA TOLL), Interstate Switched Access, and such other information as may be reasonably required by the terminating Party to classify the traffic.

7. Network Management

7.1 Network Management and Changes:

Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree

to provide notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

7.2 Grade of Service:

Each Party will provision their network to provide a designed blocking objective of a P.01.

7.3 Protective Controls:

Either Party may use protective network traffic management controls such as 7-digit or 10-digit code gaps, as applicable, on traffic towards each Party's network, when required to protect the public switched network from congestion or failure, or focused overload. Midcontinent and ILEC will immediately notify each other of any protective control action planned or executed.

7.4 Mass Calling:

Both Parties will cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes. The Parties agree that the promotion of mass calling services is not in the best interest of either Party. If one Party's network is burdened repeatedly more than the other Party's network, the Parties will meet and discuss the cause and impact of such calling and will agree on how to equitably share the costs and revenues associated with the calls and on methods for managing the call volume.

7.5 Network Harm:

Neither Party will use any service related to or provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's End User Customers; causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, "Network Harm"). If a Network Harm will occur, or if a Party reasonably determines that a Network Harm is imminent, such Party will, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required, provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party will:

7.5.1 Promptly notify the other Party of such temporary discontinuance or refusal;

- 7.5.2 Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and
- 7.5.3 Inform the other Party of its right to bring a complaint to the Commission, FCC, or a court of competent jurisdiction.

ANCILLARY SERVICES ATTACHMENT

1. Telecommunications Relay Service

Telecommunications Relay Service (TRS) enables deaf, hearing-impaired, or speech-impaired TRS users to reach other telephone users. Each Party is responsible for providing access to TRS for its End User Customers.

3. Directory Listings and Directory Distribution

3.1 Midcontinent will be required to negotiate a separate agreement for directory listings, except as set forth below, with ILEC's vendor for directory publications. ILEC will not impede Midcontinent in the listing of Midcontinent's End Users for inclusion in ILEC's directory.

3.2 Listings

Midcontinent agrees to supply directly to the ILEC's vendor directory listing on a regularly scheduled basis, and in a format prescribed by ILEC or its vendor, all listing information for Midcontinent's End Users who wish to be listed in any ILEC published directory for the relevant operating area. Listing information will consist of names, addresses (including city, state and ZIP code) and telephone numbers. Nothing in this Agreement shall require ILEC to publish a directory where it would not otherwise do so. Listing inclusion in a given directory will be in accordance with directory publisher's solely determined directory configuration, scope, and schedules and listings will be treated in the same manner as ILEC's listings.

3.3 Distribution

Upon directory publication, ILEC will arrange for the initial distribution of the directory to service End Users in the directory coverage area. Midcontinent will supply ILEC, in a timely manner, with all required subscriber mailing information including non-listed and non-published subscriber mailing information, to enable ILEC to perform its directory distribution to Midcontinent customers. Midcontinent will pay ILEC for the reasonable and direct cost for directory distribution to Midcontinent End Users at the rates shown in the Pricing Attachment.

3.4 Midcontinent Directory

If requested, ILEC will provide its customer information to Midcontinent for inclusion in Midcontinent's directory publication at a rate of \$0.04 per listing.

Pricing Attachment

General. The rates contained in this Pricing Attachment are the rates as referenced in the various sections on the Interconnection Agreement and are subject to change.

General Charges:

1. Technical Labor

Install & Repair Technician:

Basic Time (normally scheduled hours)	\$ 75.00 per hour
Overtime (outside normally schld hrs on schld work day)	\$ 150.00 per hour
Call out	

Central Office Technician:

Basic Time (normally scheduled hours)	\$ 75.00 per hour
Overtime (outside normally schld hrs on schld work day)	\$ 150.00 per hour
Call out	

Customer Service Representative

Basic Time (Normal Scheduled)	\$ 50.00 per hour
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D. Facility Charges

DS3 Channel Termination/Termination

a. Electrical Interface

DS3 Entrance Facility

Non-Recurring Per State Access Tariff¹

Recurring Per State Access Tariff

Direct Trunk Transport

Non-Recurring Per State Access Tariff

Recurring:

DS3 Channel Mileage Facility/Mile Per State Access Tariff

DS3 Channel Mileage Term/Term Per State Access Tariff

Multiplexing/Port

¹

DS3 to DS1		
Non-Recurring		Per State Access Tariff
Recurring		Per State Access Tariff
DS1 to DS0		
Non-Recurring		Per State Access Tariff
Recurring		Per State Access Tariff
DS1 Channel Termination/Termination		
DS1 Entrance Facility		
Non-Recurring		Per State Access Tariff
Recurring		Per State Access Tariff
DS1 Direct Trunk Transport		
Non-Recurring		Per State Access Tariff
Recurring:		
DS1 Channel Mileage Facility/Mile		Per State Access Tariff
DS1 Channel Mileage Term/Term		Per State Access Tariff
SIP Trunk Pricing		
Channel Termination/Trunk		\$28.07 per month
Ethernet Transport to POI		\$30.00 per Meg. per month
E. Directory Distribution		
Per Directory Delivered		\$10.00 per directory*

*Charge per directory distributed in accordance with mailing information provided under Ancillary Services Attachment, Section 3.3: Rate to be adjusted annually starting on the first anniversary of the effective date of this Agreement by a percentage equal to the percentage change in the Consumer Price Index since the previous adjustment. Directory listing fees will only be charged if Midcontinent is unable to work directly with the publisher.

Exhibit 1

LOCAL AND EAS INTERCONNECTION NETWORK ARRANGEMENTS TABLE

LOCAL CALLING SCOPE AND NPA/NXXS

Exchange in Local Calling Area	Midcontinent NPA/ NXX*	ILEC NPA/NXX	EAS NPA NXX within Calling Scope
Groton, SD		<u>605/397</u>	605/294 605/298 605/395

Any NPA-NXX codes added to the local calling areas or EAS areas for these exchanges during the term of this Agreement shall be deemed to be added to the list above.

*Midcontinent to provide NPA-NXX codes assigned to Interconnection Customers at least thirty (30) days prior to requested date for activation of those codes by ILEC to the address in Section 26 of the Interconnection Agreement.