



TC02-046



Fidelity and Deposit Company of Maryland  
Home Office: P.O. Box 1227, Baltimore, MD 21203-1227

RECEIVED  
APR 13 2004

Bond No. 08477415

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

**RIDER**

To be attached to and form a part of, Indemnity Bond to the People of the State of South Dakota Bond No. 08477415, dated the 26th day of March, 2004, issued by the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as Surety, on behalf of OCMC, Inc. dba One Call Communications, Inc., 801 Congressional Blvd., Carmel, IN 46032, as Principal, in the amount of Twenty-Five Thousand Dollars (\$25,000.00), and in favor of Public Utilities Commission of the State of South Dakota.

In consideration of the premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

Other Named Insureds under this bond are as follows:

- OCMC, Inc.
- OCMC, Inc. dba One Call Communications, Inc.
- OPTICOM
- 1-800-MAX-SAVE
- AdvantTel
- RegionTel
- LiveTel
- SuperTel

Provided, However, that the attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that the liability of the Surety under the attached bond and the attached bond as amended by this rider shall not be cumulative.

This rider shall become effective as of the 26th day of March, 2004

Signed, sealed and dated this 5<sup>th</sup> day of April, 2004

OCMC, Inc. dba One Call Communications, Inc.

BY: *[Signature]* Treasurer

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *[Signature]*  
Margaret M. Ooley Attorney-in-fact

**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**  
**HOME OFFICE: P.O. BOX 1227, BALTIMORE, MD 21203-1227**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by M. J. ANDERSON, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Lawrence L. CONNOLLY, John M. FORD, Libby J. MARINER, Ronald D. SMALLEY and Margaret M. OOLEY, all of Indianapolis, Indiana, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Lawrence L. CONNOLLY, John M. FORD, Libby J. MARINER, Ronald D. SMALLEY, and Margaret M. OOLEY, dated June 10, 1999.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 1st day of December, A.D. 2000.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



FOR YOUR PROTECTION  
LOOK FOR THE FIDELITY AND DEPOSIT COMPANY

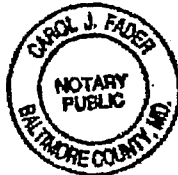
*T. E. Smith* Assistant Secretary

By: *M. J. Anderson* Vice President

State of Maryland }  
County of Baltimore } ss:

On this 1st day of December, A.D. 2000, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came M. J. ANDERSON, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Carol J. Fader* Notary Public  
My Commission Expires: August 1, 2004

March 23, 2004

**CONNOLLY,  
FORD, BOWER &  
LEPPERT, INC.**

*Insurance & Risk Management Services*

Pat Tabel  
Zurich North American Surety  
9225 Indiana Creek Parkway, Suite 7  
Overland Park, KS 66210

**RECEIVED**

**MAR 29 2004**

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

RE: OCMC, Inc., dba One Call Communications  
Indemnity Bond - South Dakota #08474415  
Policy Period: 03/26/04 to 03/26/05

Dear Pat:

Attached please find the original of the above bond to the State of South Dakota. This bond needs to be countersigned by a South Dakota agent and forwarded to the State.

I was told by the local Indianapolis Zurich office to make the check for the countersignature fee payable to Brad J. Messerli. Our agency check in the amount of \$37.50 is enclosed for 25% of the commission.

Please forward this bond via overnight to Mr. Messerli and ask him to sign and file directly with the State of South Dakota.

The bond needs to be filed by the 26<sup>th</sup> of March.

If you have any questions, please give me a call.

Very truly yours,

CONNOLLY, FORD, BOWER & LEPPERT, INC.



Colleen M. Kleiber, CIC  
Commercial Accounts Manager

Enclosures

/cmk

cc: Nancy Ramage  
Zurich North American - Indianapolis, IN

429 N. Pennsylvania, Suite 202  
Indianapolis, IN 46204  
(317) 236-6161  
www.connollyford.com

**INDEMNITY BOND  
TO THE  
PEOPLE OF THE STATE OF SOUTH DAKOTA**

Bond No. 08474415

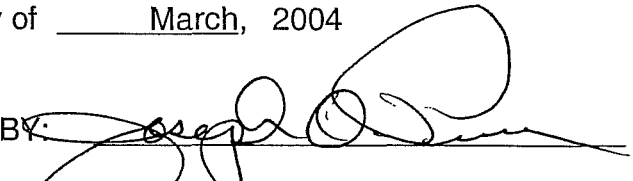
We, OCMC, Inc., dba One Call Communications ("One Call"), the principal and applicant for the CERTIFICATE OF AUTHORITY to offer long distance telecommunications services within the State of South Dakota, and Fidelity and Deposit Company of Maryland as an admitted surety insurer, bind ourselves unto the Public Utilities Commission of the State of South Dakota and the consumers of South Dakota as Obligees, in the sum of \$25,000.00.

The conditions of the obligation are such that the principal, having been granted such CERTIFICATE OF AUTHORITY subject to the provision that said principal purchase this Indemnity Bond, and if said principal shall in all respects fully and faithfully comply with all applicable provisions of South Dakota State Law, and reimburse customers of One Call for any prepayment or deposits they have made which may be unable or unwilling to return to said customers as a result of insolvency or other business failure, then this obligation shall be void, discharged and forever exonerated, otherwise to remain in full force and effect.

This bond shall take effect as of the date hereon and shall remain in force and effect until the surety is released from liability by the written order of the Public Utilities Commission, provided that the surety may cancel this Bond and be relieved of further liability hereunder by delivering thirty (30) days written notice to the Public Utilities Commission. Such cancellation shall not affect any liability incurred or accrued hereunder prior to the termination of said thirty (30) day period.

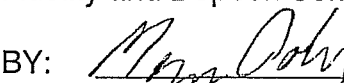
Dated this 26<sup>th</sup> day of March, 2004  
To be effective this 26<sup>th</sup> day of March, 2004

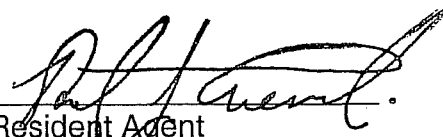
*Original Bond is  
in Delaines  
bottom desk drawer.*

BY:   
OCMC, Inc., d/b/a One Call Communications  
Principal

Countersigned this 26 day  
of March, 2004

Countersigned for South Dakota

Fidelity and Deposit Company of Maryland  
BY:   
Margaret Ooley Attorney in Fact, Surety

BY:   
Resident Agent  
Brad J. Messerli

**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**  
**HOME OFFICE: P.O. BOX 1227, BALTIMORE, MD 21203-1227**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by M. J. ANDERSON, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Lawrence L. CONNOLLY, John M. FORD, Libby J. MARINER, Ronald D. SMALLEY and Margaret M. OOLEY, all of Indianapolis, Indiana, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Lawrence L. CONNOLLY, John M. FORD, Libby J. MARINER, Ronald D. SMALLEY, and Margaret M. OOLEY, dated June 10, 1999.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 1st day of December, A.D. 2000.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



FOURTH PROTECTIVE WALL  
LOOK FOR THE FIDELITY AND DEPOSIT COMPANY

*T. E. Smith*

T. E. Smith Assistant Secretary

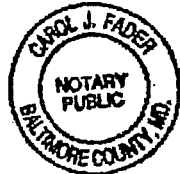
*M. J. Anderson*

By: M. J. Anderson Vice President

State of Maryland }  
 County of Baltimore } ss:

On this 1st day of December, A.D. 2000, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came M. J. ANDERSON, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Carol J. Fader*

Carol J. Fader Notary Public  
 My Commission Expires: August 1, 2004

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

**CERTIFICATE**


I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 26th day of March, 2004.

  
Assistant Secretary

# SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

## CERTIFICATE OF AUTHORITY

To Conduct Business As A Telecommunications Company  
Within The State of South Dakota

Authority was Granted as of the date of the  
Order Granting Transfer of Certificate of Authority  
Docket No. TC02-046

*This is to certify that*

**OCMC, INC.**

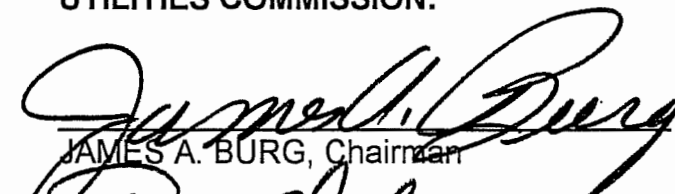
is authorized to provide interexchange telecommunications services and  
operator services in South Dakota.

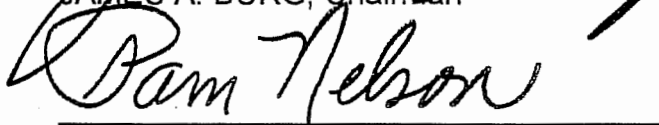
This certificate is issued in accordance with SDCL 49-31-3 and ARSD  
20:10:24:02, and is subject to all of the conditions and limitations contained in the  
rules and statutes governing its conduct of offering telecommunications services.


Dated at Pierre, South Dakota, this 6<sup>th</sup> day of September, 2002.

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION:**



  
JAMES A. BURG, Chairman

  
PAM NELSON, Commissioner

  
ROBERT K. SAHR, Commissioner



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

IN THE MATTER OF THE FILING FOR ) APPROVAL OF TRANSFER OF CERTIFICATE ) OF AUTHORITY FROM ONE CALL ) COMMUNICATIONS, INC. TO OCMC, INC. )	ORDER GRANTING TRANSFER OF CERTIFICATE OF AUTHORITY TC02-046
--	---

On May 14, 2002, the Public Utilities Commission (Commission), in accordance with SDCL 49-31-3 and ARSD 20:10:24:04.01 and 20:10:24:04.02, received an application for the transfer of a certificate of authority from One Call Communications, Inc. (One Call), to OCMC, Inc. (OCMC), d/b/a One Call Communications, Inc., OPTICOM, AdvantTel, LiveTel, SuperTel, RegionalTel, and 1-800-MAX-SAVE.

OCMC proposes to provide interexchange telecommunications services and operator services in South Dakota.

On May 16, 2002, the Commission electronically transmitted notice of the filing and the intervention deadline of May 31, 2002, to interested individuals and entities. No petitions to intervene or comments were filed and at its August 15, 2002, meeting, the Commission considered the request for transfer of certificate of authority. Commission Staff recommended transferring the certificate of authority from One Call to OCMC, subject to a continuous \$25,000 surety bond.

The Commission finds that it has jurisdiction over this matter pursuant to Chapter 49-31, specifically 49-31-3 and ARSD 20:10:24:04.01 and 20:10:24:04.02. The Commission finds that OCMC has met the legal requirements established for the granting of a certificate of authority. OCMC has, in accordance with SDCL 49-31-3, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota. The Commission approves the application for transfer of certificate of authority from One Call to OCMC, subject to a continuous \$25,000 surety bond. As the Commission's final decision in this matter, it is therefore

ORDERED, that the application for transfer of certificate of authority from One Call to OCMC is hereby granted, subject to a continuous \$25,000 surety bond. It is

FURTHER ORDERED, that OCMC shall file informational copies of tariff changes with the Commission as the changes occur.

Dated at Pierre, South Dakota, this 29<sup>th</sup> day of August, 2002.

<b>CERTIFICATE OF SERVICE</b>
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.
By: <u>Tina Douglas</u>
Date: <u>8-29-02</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg  
JAMES A. BURG, Chairman

Pam Nelson  
PAM NELSON, Commissioner

Robert K. Sahr  
ROBERT K. SAHR, Commissioner

ky [Signature]

LAW OFFICES  
MAY, ADAM, GERDES & THOMPSON LLP

503 SOUTH PIERRE STREET  
P.O. BOX 160  
PIERRE, SOUTH DAKOTA 57501-0160

THOMAS C. ADAM  
DAVID A. GERDES  
CHARLES M. THOMPSON  
ROBERT B. ANDERSON  
BRENT A. WILBUR  
TIMOTHY M. ENGEL  
MICHAEL F. SHAW  
NEIL FULTON  
BOBBI J. BENSON  
BRETT KOENECKE

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www.magt.com

August 1, 2002

OF COUNSEL  
WARREN W. MAY

GLENN W. MARTENS 1881-1963  
KARL GOLDSMITH 1885-1966

TELEPHONE  
605 224-8803

TELECOPIER  
605 224-6289

E-MAIL  
dag@magt.com

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AUG -2 2002

Michele M. Farris, P.E.  
Utility Analyst  
Public Utilities Commission  
500 East Capitol Avenue  
Pierre, South Dakota 57501

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

**RE: OCMC, INC. D/B/A ONE CALL COMMUNICATIONS, INC.**

Our file: 3939

Docket: TC02-046

Dear Michele:

Enclosed is an Indemnity Bond to the People of the State of South Dakota. I believe this now completes the requirements for amendment of the Company's Certificate of Authority. If there is anything further which you require, please let me know.

Yours truly,

MAY, ADAM, GERDES & THOMPSON LLP

BY: 

DAG:mw

Enclosure

cc/enc: Ann Bernard

TC02-046

RECEIVED

AUG - 1 2002

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

**INDEMNITY BOND  
TO THE  
PEOPLE OF THE STATE OF SOUTH DAKOTA**

BOND NO. 08436421

We, OCMC, Inc., d/b/a One Call Communications ("One Call"), the principal and applicant for a CERTIFICATE OF AUTHORITY to offer long distance telecommunications services within the State of South Dakota, and Fidelity and Deposit Company of Maryland as an admitted surety insurer, bind ourselves unto the Public Utilities Commission of the State of South Dakota and the consumers of South Dakota as Obligee, in the sum of \$25,000.00.

The conditions of the obligation are such that the principal, having been granted such CERTIFICATE OF AUTHORITY subject to the provision that said principal purchase this Indemnity Bond, and if said principal shall in all respects fully and faithfully comply with all applicable provisions of South Dakota State Law, and reimburse customers of One Call for any prepayment or deposits they have made which may be unable or unwilling to return to said customers as a result of insolvency or other business failure, then this obligation shall be void, discharged and forever exonerated, otherwise to remain in full force and effect.

This bond shall take effect as of the date hereon and shall remain in force and effect until the surety is released from liability by the written order of the Public Utilities Commission, provided that the surety may cancel this Bond and be relieved of further liability hereunder by delivering thirty (30) days written notice to the Public Utilities Commission. Such cancellation shall not affect any liability incurred or accrued hereunder prior to the termination of said thirty (30) day period.

Dated this 24th day of July, 2002.

To be effective this 24th day of July, 2002.

*The original bond is in Delaine's bottom desk drawer.*

By: Ann C. Bernard

OCMC, INC., d/b/a One Call Communications  
Principal

Countersigned this 26th day of July, 2002.

By: \_\_\_\_\_

Countersigned for South Dakota

By: [Signature]  
Resident Agent

Fidelity and Deposit Company of Maryland  
By: Eileen R. Green  
Attorney in Fact, Surety  
Eileen R. Green

Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD


KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by R. W. BUDDENBOHN, Vice-President, and M. J. SCHNEBELEN, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Robert P. Stimpson, Eileen R. Green and Charles J. Lehr, all of Indianapolis, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Robert P. Stimpson, et al., dated, January 9, 1989.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.


IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of August, A.D. 1991

ATTEST:  FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
M. J. Schnebelen By R. W. Buddenbohn  
Assistant Secretary Vice-President

STATE OF MARYLAND }  
CITY OF BALTIMORE } ss:

On this 26th day of August, A.D. 1991, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

 CAROL J. FADER Carol J. Fader  
Notary Public Commission Expires August 1, 1992

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 24th day of July, 2002

J. Gregory Hamilton  
Assistant Secretary

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, . . . and to affix the seal of the Company thereto.”

LAW OFFICES  
MAY, ADAM, GERDES & THOMPSON LLP

503 SOUTH PIERRE STREET  
P.O. BOX 160  
PIERRE, SOUTH DAKOTA 57501-0160

THOMAS C. ADAM  
DAVID A. GERDES  
CHARLES M. THOMPSON  
ROBERT B. ANDERSON  
BRENT A. WILBUR  
TIMOTHY M. ENGEL  
MICHAEL F. SHAW  
NEIL FULTON  
BOBBI J. BENSON  
BRETT KOENECKE

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June 13, 2002

OF COUNSEL  
WARREN W. MAY

GLENN W. MARTENS 1881-1963  
KARL GOLDSMITH 1885-1966

TELEPHONE  
605 224-6603

TELECOPIER  
605 224-6289

E-MAIL  
dag@magt.com

**HAND DELIVERED**

**RECEIVED**

JUN 14 2002

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

Debra Elofson, Executive Secretary  
Public Utilities Commission  
500 East Capitol Avenue  
Pierre, South Dakota 57501

**RE: APPLICATION OF OCMC, INC. FOR A CERTIFICATE OF AUTHORITY**  
Docket TC02-046  
Our file: 3939

Dear Debra:

Enclosed are original and ten copies of a response to staff's data request in this docket. Inasmuch as this response amends the application for certificate of authority, the applicant has elected to file the response to the data request.

Also accompanying this filing is a sealed envelope containing confidential material which has been produced as a part of the data request and which constitutes a part of the application. Please file the enclosure.

With a copy of this letter, I am sending copies of the filing to the service list. The confidential material is not furnished to the service list, but will be furnished upon the signing of a confidentiality agreement.

Yours truly,

MAY, ADAM, GERDES & THOMPSON LLP

BY: 

DAG:mw

Enclosures

cc/enc: Kelly Frazier  
Michele Farriss  
Ann C. Bernard

LAW OFFICES  
**MAY, ADAM, GERDES & THOMPSON LLP**

503 SOUTH PIERRE STREET  
P.O. BOX 160  
PIERRE, SOUTH DAKOTA 57501-0160

THOMAS C. ADAM  
DAVID A. GERDES  
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June 13, 2002

OF COUNSEL  
WARREN W. MAY

GLENN W. MARTENS 1881-1963  
KARL GOLDSMITH 1885-1966

TELEPHONE  
605 224-8803

TELECOPIER  
605 224-6289

E-MAIL  
dag@magt.com

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**JUN 14 2002**

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

Michele M. Farris, P.E.  
Utility Analyst  
Public Utilities Commission  
500 East Capitol Avenue  
Pierre, South Dakota 57501

**RE: APPLICATION OF OCMC, INC., FOR A CERTIFICATE OF AUTHORITY**

Our file: 3939  
Docket: TC02-046

Dear Michele:

This is in response to your data request of May 30, 2002, and supplementary to my prior letter of June 11 which also responded to your data request. Inasmuch as this information is intended to amend the applicant's certificate of authority, an original and ten copies of this letter is being filed with the Commission.

Your data request number 4 requests that the applicant amend its application to include a response to ARSD 20:10:24:05, and this letter is intended to fulfill that request.

1. This filing amends the application for certificate of authority to additionally request a certificate of authority for the provision of alternative operator services under ARSD 20:10:24:05.

2. The applicant has filed intrastate tariffs containing rates, charges and rules for operator services, as well as for any associated intrastate long distance resale services with its application.

3. The applicant utilizes auditable service quality standards, including call processing time requirements.

Michele Farris

June 13, 2002

Page 2

Operators are to answer immediately upon receiving a zip tone. Operators process 60 calls per hour, and the average call is less than one minute.

4. Applicant agrees to comply with ARSD 20:10:24:05(4) with respect to the posting of the telephone notice provided therein and to require its customers to do likewise. See Exhibit A, paragraph 10.

5. Applicant requires its operators to clearly identify the alternative operator service.

6. Applicant prohibits call blocking and takes steps to ensure that it does not occur by its contracting entities. See Exhibit A, paragraph 10.

7. Applicant agrees to immediately transfer emergency calls, 911 calls, or, if 911 service is unavailable in the calling area, local operator calls, to the local exchange company or to the applicable local emergency agency.

8. Applicant agrees for billing purposes to itemize, identify and rate calls from the point of origin to the point of termination. Applicant also agrees that no call may be transferred by an operator service provider to another carrier, which cannot or will not complete the call unless the call can be billed in accordance with the Commission's rules.

9. Applicant will not charge for incompleting calls.

10. Applicant will bill for its services only and at the rates contained in its filed tariffs.

11. Applicant will disclose its name, address and telephone number on any bill that includes charges for services it has provided.

12. Exhibit A details how customers subscribing to operator services are compensated.



Michele Farris  
June 13, 2002  
Page 3

13. Applicant certifies that the Company is complying with all federal requirements established under the Telephone Operator Consumer Services Improvement Act of 1990, 47 U.S.C. 226 (October 27, 1992).

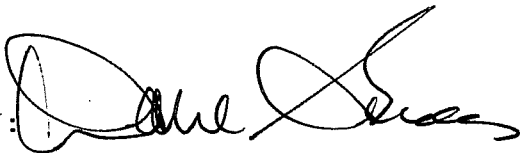
Attached hereto as Exhibit A is applicant's Operator Services Agreement. Exhibit A is filed as confidential, proprietary information.

If you have any further questions concerning the application, please do not hesitate to contact me.

Yours truly,

MAY, ADAM, GERDES & THOMPSON LLP

BY:



DAG:mw

Enclosures

**CONFIDENTIAL**

1

RECEIVED

JUN 14 2002

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

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

IN THE MATTER OF THE APPLICATION ) TC02-046  
FOR APPROVAL OF THE TRANSFER OF )  
THE CERTIFICATE OF AUTHORITY ) **OCMC'S REQUEST FOR**  
FROM ONE CALL COMMUNICATIONS, ) **CONFIDENTIAL TREATMENT**  
INC., TO OCMC, INC. ) **OF INFORMATION**

Pursuant to ARSD 20:10:01:41, OCMC, Inc., files the following information with the Commission requesting confidential treatment:

1. Standard Operator Services Agreement between OCMC, Inc., and its customers.

This request for confidential treatment of information is based upon the following information:

- A. The foregoing constitutes an identification of the documents and the general subject matter of the materials for which confidentiality is being requested.
- B. The length of time for which confidentiality is being requested is until this docket and all appeals therefrom have been exhausted. Thereafter all documents shall be destroyed or returned to the undersigned.
- C. The name, address and telephone number of a person to be contacted regarding the confidentiality request is: David A. Gerdes, May, Adam, Gerdes & Thompson LLP, 503 South Pierre Street, P.O. Box 160, Pierre, South Dakota, 57501-0160, (605)224-8803, attorneys for OCMC, Inc.
- D. The grounds upon which confidentiality is requested are that the material constitutes proprietary information owned by OCMC, Inc., the applicant herein, the release of which would be detrimental to the applicant and cause irreparable injury. The release of any such information would create a

competitive disadvantage for OCMC, Inc., with its competitors. Further, the information is susceptible to no beneficial or legitimate business purpose to anyone other than the parties to the documents.

- E. The factual basis that qualifies the information for confidentiality is that the information was requested as a part of the application for a certificate of authority in the above-entitled docket. The information serves no useful purpose except as it may relate to the issues involved in this docket. Any outside use of this information will be a violation of the applicant's confidential rights.

WHEREFORE OCMC, Inc., prays that the Commission keep the accompanying information confidential under its rules, and that any person or party viewing such information may do so only under a confidentiality agreement approved by the applicant or its authorized representative.

Dated this 14 day of June, 2002.

MAY, ADAM, GERDES & THOMPSON LLP

BY: 

DAVID A. GERDES

Attorneys for OCMC, Inc.

503 South Pierre Street

P.O. Box 160

Pierre, South Dakota 57501-0160

Telephone: (605)224-8803

Telefax: (605)224-6289

#### CERTIFICATE OF SERVICE

David A. Gerdes of May, Adam, Gerdes & Thompson LLP hereby certifies that on the 14 day of June, 2002, he mailed by United States mail, first class postage thereon prepaid, a true and correct copy of the foregoing in the above-captioned action to the following at their last known addresses, to-wit:

Michele Farris  
Staff Analyst  
SD Public Utilities Commission  
State Capitol Building  
500 East Capitol Avenue  
Pierre, South Dakota 57501-5070

Kelly Frazier  
Staff Attorney  
SD Public Utilities Commission  
State Capitol Building  
500 East Capitol Avenue  
Pierre, South Dakota 57501-5070



David A. Gerdes

LAW OFFICES  
MAY, ADAM, GERDES & THOMPSON LLP  
503 SOUTH PIERRE STREET  
P.O. BOX 160  
PIERRE, SOUTH DAKOTA 57501-0160

THOMAS C. ADAM  
DAVID A. GERDES  
CHARLES M. THOMPSON  
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June 11, 2002

OF COUNSEL  
WARREN W. MAY

GLENN W. MARTENS 1881-1963  
KARL GOLDSMITH 1885-1966

TELEPHONE  
605 224-8803

TELECOPIER  
605 224-6289

E-MAIL  
dag@magt.com

HAND DELIVERED

Debra Elofson  
Executive Secretary  
Public Utilities Commission  
500 East Capitol Avenue  
Pierre, South Dakota 57501

RECEIVED

JUN 11 2002

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION


RE: APPLICATION OF OCMC, INC. FOR A CERTIFICATE OF AUTHORITY  
Docket TC02-046  
Our file: 3939

Dear Debra:

Accompanying this letter are an original and ten copies of a response to Staff's data request in this matter. Given the fact that this filing would have the effect of amending the Application, we are electing to file the data request response with the Commission.

Yours truly,

MAY, ADAM, GERDES & THOMPSON LLP

BY: 

DAG:mw

Enclosures  
cc/enc: Kelly Frazier  
cc: Ann C. Bernard

LAW OFFICES  
**MAY, ADAM, GERDES & THOMPSON LLP**

503 SOUTH PIERRE STREET  
P.O. BOX 160  
PIERRE, SOUTH DAKOTA 57501-0160

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**RECEIVED**

JUN 11 2002

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

Michele M. Farris, P.E.  
Utility Analyst  
Public Utilities Commission  
500 East Capitol Avenue  
Pierre, South Dakota 57501

**RE: APPLICATION OF OCMC, INC. FOR A CERTIFICATE OF AUTHORITY**

Our file: 3939

Docket: TC02-046

Dear Michele:

This responds to your data request of May 30, 2002. Inasmuch as this would amend the application, I am filing an original and ten copies of this response with Debra Elofson, Executive Secretary of the Commission.

Enclosed is a modified tariff. It is our belief that this would satisfy items 3, 5, 6, 7, 8, 9, 10 and 11 of your data request.

In response to data request 1, OCMC, Inc., is currently certificated as follows: International 214 which allows termination in any foreign company, Canada (originating and terminating) and the states of Alabama, Arkansas, Colorado, Connecticut, Iowa, Idaho, Kentucky, Michigan, Montana, North Dakota, New Mexico, Nevada, New York, Ohio, Oregon, Rhode Island, Tennessee, Texas, Virginia, Washington, Wisconsin and the District of Columbia.

In response to data request 2, the applicant amends its application to delete the request for a waiver of ARSD 20:10:24:02(12).

Michele Farris  
June 11, 2002  
Page 2

We will have a response to your data request 4 shortly. The Company is working on a response to ARSD 20:10:24:05, inasmuch as it is an alternative operator service provider.

Your request number 12 asks when rate plans A through D apply. The applicant does business through "agents" who in turn contract with customers such as hotels and other entities requiring alternative operator services. After conferring with their customers, the agents choose the plan that is appropriate for the needs of that customer.

Yours truly,

MAY, ADAM, GERDES & THOMPSON LLP

BY: 

DAG:mw

Enclosures

cc/enc: Deborah Elofson  
Ann C. Bernard



**OCMC, INC.**

**Original Title Page**

**South Dakota Public Utilities Commission Tariff NO.1**

---

**TARIFF APPLICABLE TO  
LONG DISTANCE SERVICES  
OF  
OCMC, INC.**

**D/B/A ONE CALL COMMUNICATIONS, INC.,  
OPTICOM, ADVANTTEL, REGIONTEL, LIVETEL,  
SUPERTEL AND 1-800-MAX-SAVE**

---

**ISSUED:**

**EFFECTIVE:**

**BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032**

South Dakota Public Utilities Commission Tariff NO.1

---

**SOUTH DAKOTA TELECOMMUNICATIONS TARIFF**

This tariff contains the rules and regulations, service descriptions, and rates applicable to the furnishing of service and facilities for telecommunications services provided by OCMC, Inc. doing business as One Call Communications, Inc., OPTICOM, AdvantTel, LiveTel, SuperTel, RegionTel and 1-800-MAX-SAVE, with principal offices at 801 Congressional Blvd., Carmel, Indiana 46032. This tariff applies to services furnished within the state of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission and copies may be inspected, during normal business hours, at the Company's principal place of business.

---

ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032

South Dakota Public Utilities Commission Tariff NO.1

---

CHECK SHEET

Sheets 1 through 67 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
2.1	Original
2.2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
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ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032

South Dakota Public Utilities Commission Tariff NO.1

---

**CHECK SHEET (Continued)**

<b><u>SHEET</u></b>	<b><u>REVISION</u></b>
27	Original
28	Original
29	Original
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**ISSUED:**

**EFFECTIVE:**

**BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032**

South Dakota Public Utilities Commission Tariff NO.1

---

CHECK SHEET (Continued)

<u>SHEET</u>	<u>REVISION</u>
58	Original
59	Original
60	Original
61	Original
62	Original
63	Original
64	Original
65	Original
66	Original
67	Original

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ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032

South Dakota Public Utilities Commission Tariff NO.1

---

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---

**ISSUED:**

**EFFECTIVE:**

**BY:** Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032

South Dakota Public Utilities Commission Tariff NO.1

---

**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

(C)- To signify changed regulation or rate (See Note Below)

(D)- To signify a deletion

(I)- To signify increase

(M)- To signify material relocated in the tariff

(N)- To signify new regulation or rate

(R)- To signify reduction

(T)- To signify a change in text but no change in regulation or rate

(S)- Reissued material

**NOTE:** When used in reference to a rate, the symbol (C) indicates that a changed rate will result in either an increase or a decrease for certain customers.

---

**ISSUED:**

**EFFECTIVE:**

**BY:** Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032

South Dakota Public Utilities Commission Tariff NO.1

---

TARIFF FORMAT

- A. Sheet Numbering Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially; however, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the S.D.P.U.C. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.
- C. Check Sheets When a tariff filing is made with the S.D.P.U.C., an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revisions. The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the S.D.P.U.C.

---

ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032



South Dakota Public Utilities Commission Tariff NO.1

---

Application of Tariff

This tariff contains the descriptions, rules, regulations, rates, and charges applicable to interexchange carrier telecommunications and operator services offered by OCMC, Inc., doing business as One Call Communications, Inc., Opticom, AdvantTel, RegionTel, SuperTel, LiveTel and 1-800-MAX-SAVE, within the State of South Dakota.

---

ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032

South Dakota Public Utilities Commission Tariff NO.1

---

**SECTION I-TECHNICAL TERMS AND DEFINITIONS**

1. **Account Number** A numerical code, one or more of which is assigned to each Customer to enable each Customer to access the Company's service. Account Numbers are used by the Company both to prevent unauthorized access to its facilities and to identify the Customer for billing purposes.

Each Customer is assigned an Account Number or Code. If a Customer wishes to have the charges on their monthly statement segregated in a particular way, they may do so by obtaining one or more Additional Account Code(s).

2. **Access Line** A dedicated arrangement which connects a customer location to Company terminal location or Company switching center.
3. **Application for Service** A standard Company order form which includes all pertinent billing, technical, and other description information which will enable Company to provide telecommunications services.
4. **Authorized User** A person, firm, corporation or other entity authorized by Company or customer to receive or send communications.
5. **BOC** Bell Operating Company.
6. **Called Station** Denotes the terminating point of a call (i.e., the called telephone number).
7. **Calling Card Call** A billing arrangement whereby a customer may charge a call to a valid calling card issued by a regulated local exchange company with whom the Company has billing and collection arrangements whether directly or indirectly through a billing arrangement.
8. **Carrier Recognized Holidays** Company recognizes the following holidays: Christmas Day (December 25), New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day, and Labor Day. The rate applicable is the Evening rate.

---

ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032

## South Dakota Public Utilities Commission Tariff NO.1

---

**SECTION I-TECHNICAL TERMS AND DEFINITIONS (Continued)**

---

9. **Collect Call** A billing arrangement by which the charge for a call may be charged to the called station, provided the called station accepts responsibility for such charge when asked by the Company operator.
10. **Company** OCMC, Inc. also known as One Call Communications, Inc., Opticom, AdvantTel, LiveTel, SuperTel, RegionTel and 1-800-MAX-SAVE.
11. **Company Recognized Holidays** Company recognizes the following holidays: Christmas Day (December 25), New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day, and Labor Day. The rate applicable is the Evening Rate.
12. **Credit Card Call** A billing arrangement whereby a customer may charge a call to a valid commercial credit card.
13. **Customer** The person, firm, partnership, corporation or other entity which subscribes, orders or uses service(s) and is responsible for the payment of charges and compliance with tariff regulations.
14. **DS-1** A high digital communications service with a transmission rate of 1.544 million bits per second, or the equivalent of 24-voice channels transmitting at 64 thousand bits per second each.
15. **Dedicated Access** A special access line from customer premise to Local Exchange Company.
16. **End User** Any person, firm, partnership, corporation, or other entity whose furnished telecommunications services are under the provisions and regulations of Company's tariff. End User is typically a member of the transient public and, if so, does not negotiate directly with the Company for provisioning or termination of service.
17. **FGB Access** Feature Group B Access. 950-XXXX dialing procedures.
18. **FGD Access** Feature Group D Access. 10XXX dialing, one plus dialing procedures.

---

**ISSUED:****EFFECTIVE:**

**BY:** Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032

South Dakota Public Utilities Commission Tariff NO.1

---

**SECTION I-TECHNICAL TERMS AND DEFINITIONS (Continued)**

- 19. **Installation** The connection of a circuit, dedicated access line, or port for new or additional service.
- 20. **Intrastate Call** Any call which originates and terminates within the State of South Dakota.
- 21. **LATA** Local Access Transport Area.
- 22. **Local Exchange Carrier** A company which furnishes exchange telephone service.
- 23. **Major Credit Card** A universally accepted charge card. MasterCard, VISA, Diners Club, American Express, Carte Blanche, and Discover are examples of major credit cards.
- 24. **NSC** Network Switching Center.
- 25. **Operator Station** A call type other than person-to-person whereby the assistance of a Company operator is required to complete a call.
- 26. **Operator Surcharge** A fee that may be applied to calls which require the assistance of Company operator. This charge may vary depending upon the call type selected by the end user.
- 27. **Person-to-Person** A call type whereby the caller originating the call specifies to the Company operator a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.
- 28. **POP** A physical location within a LATA at which an Interexchange Company establishes itself for the purpose of obtaining LATA access and to which the BOC provides access.

---

**ISSUED:**

**EFFECTIVE:**

**BY:** Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032

South Dakota Public Utilities Commission Tariff NO.1

---

**SECTION I-TECHNICAL TERMS AND DEFINITIONS (Continued)**

- 29. **Premises** The space designated by a customer at its place(s) of business for termination of Company's service, whether for its own communications needs or for the use of its resale customers. In the case of a non-profit sharing group, this term includes space at each sharer's place(s) of business, as well as space at the customer's place of business.
- 30. **Processing Fee** A fee which Company may charge a Customer on a one-time basis to cover the cost of processing the Customer's initial service application and assigning Account Number(s) to the customer.
- 31. **Rate Center** A geographic location from which the vertical and horizontal coordinates are used in calculation of airline mileage.
- 32. **Rate Period** For all purposes of this tariff, the following rate period definitions shall apply:
  - Day: 8:00 a.m. to 5:00 p.m.\*, Monday through Friday
  - Evening: 5:00 p.m. to 11:00 p.m.\*, Sunday through Friday
  - Night: 11:00 p.m. to 8:00 a.m.\*, all days; all day Saturday; 8:00 a.m. to 5:00 p.m.\* Sunday
- \*To but not inclusive.
- 33. **Registration Program** Part 68 of the FCC's Rules and Regulations which permits customer equipment to be directly connected to access facilities and circuits without the requirement for protective circuitry.
- 34. **Service Area** Refers to the entire State of South Dakota.
- 35. **Special Access** A special access line from customer premise to Local Exchange Company.
- 36. **Station** Any location from which long distance calls may be placed or received.
- 37. **Subscriber** See definition of customer.

---

ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032

South Dakota Public Utilities Commission Tariff NO.1

---

**SECTION I-TECHNICAL TERMS AND DEFINITIONS (Continued)**

- 38. **Third Party Billed Call** A billing arrangement by which the charges for a call are billed to a number that is different from the calling number and the called number; provided that the third party accepts responsibility for such charge when asked by the Company operator.
  
- 39. **Volume Discount** A pricing concept which rewards volume users.

---

**ISSUED:**

**EFFECTIVE:**

**BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032**

South Dakota Public Utilities Commission Tariff NO.1

---

**SECTION II-RULES AND REGULATIONS**

**1. Description of Service**

- .01 For purposes of this tariff, the service provided by Company is the resale of intraLATA and interLATA interexchange telecommunications services and operator services within the State of South Dakota.**
- .02 The facilities of the Company will be available as soon as practicable upon receipt of an order for company services. Interconnection of the Company's facilities with the facilities of other duly authorized and regulated communications common carriers, and with International Record Carriers ("IRC"), will be permitted.**
- .03 The obligation of the Company to provide service is dependent upon its ability to procure and maintain facilities which are required to meet the subscriber's order for service. The Company will make all reasonable efforts to secure the necessary facilities and will amend its tariff accordingly, providing such new service will not adversely affect the Company's present services.**
- .04 Company, when acting on the subscriber's request, and as subscriber's authorized agent, will make reasonable efforts to arrange for service requirements which may include terminal equipment, circuit conditioning, or connection access.**
- .05 To use Company's service, the Customer accesses the Company's system, the Customer's phone number or security code or other billing type is verified and the call is processed.**

---

**ISSUED:**

**EFFECTIVE:**

**BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032**

South Dakota Public Utilities Commission Tariff NO.1

---

**SECTION II-RULES AND REGULATIONS (Continued)**

2. **Application of Service**

- .01 The Company requires a subscriber to sign an application form furnished by Company and to establish credit as provided in these Rules and Regulations, as a condition precedent to the initial establishment of such service. Company's acceptance of an order for service to be provided an applicant whose credit has not been duly established may be subject to the provision described in Section II-3, Deposits.

---

**ISSUED:**

**EFFECTIVE:**

**BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032**



South Dakota Public Utilities Commission Tariff NO.1

---

**SECTION II-RULES AND REGULATIONS (Continued)**

**3. Deposits**

- .01 Each applicant for service will be required to establish credit. Credit standing will be determined based on applicant's prior telephone bill payment history. Any applicant whose credit has not been duly established may be required to make a deposit to be held as a guarantee of payment of charges at the time of application. In addition, an existing subscriber may be required to make a deposit or increase a deposit presently held. 15 days notice will be given prior to the date such deposit is required.**
- .02 A deposit is not to exceed the estimated charges for two (2) months service. If a deposit is required and no prior telephone utility service can be verified, said deposit will not exceed \$25. Deposit requirements will be determined in accordance with South Dakota Public Utilities Administrative Rules, Chapter 20.10.08.**
- .03 A deposit will be returned:**

  - .031 when an application for service has been cancelled prior to the establishment of service. The deposit will be applied to any charges applicable in accordance with the tariff and the excess portion of the deposit will be returned.**
  - .032 at the end of twelve (12) months of a satisfactory credit history in accordance with South Dakota Public Utilities Commission Administrative Rule 20.10.08.12.**
  - .033 or upon the discontinuance of service. The Company will refund the subscriber's deposit or the balance in excess of unpaid bills for the service.**
- .04 The fact that a deposit has been made in no way relieves the subscriber from complying with the regulations with respect to the prompt payment of bills on presentation.**

---

**ISSUED:**

**EFFECTIVE:**

**BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032**

South Dakota Public Utilities Commission Tariff NO.1

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**SECTION II-RULES AND REGULATIONS (Continued)**

**3. Deposits (Continued)**

**.05 Interest in the amount of 7% per annum will be paid on all deposits held by Company in accordance with South Dakota Public Utilities Commission Administrative Rule 20.10.08.10:**

**4. Use of Service**

**.01 Neither subscribers nor their authorized users may use the services furnished by Company for any unlawful purpose. Use and restoration of the service furnished by Company will be in accordance with the rules of the South Dakota Public Utilities Commission.**

**.02 The services offered herein may be used for one or more of the following:**

**.021 for the transmission of communications to or by the customer.**

**.022 for the transmission of communications to or from an authorized user or joint user.**

**.023 for the transmission of communications to or from subscriber of another common carrier, which has subscribed to Company's communications services for purposes of resale.**

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**EFFECTIVE:**

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**SECTION II-RULES AND REGULATIONS (Continued)**

**4. Use of Service (Continued)**

**.03 Service may be arranged for joint use or permitted use. The joint user or permitted user shall be permitted to use such service in the same manner as customer, but subject to the following:**

**.031 one joint user or permitted user must be designated as the subscriber. The designated subscriber does not necessarily have to have communications requirements of their own. The subscriber must specifically name all joint users or permitted users in the application for service. Orders which involve the start, rearrangement, or discontinuance of joint use or permitted use service will be accepted by Company only from that designated subscriber and will be subject to all regulations in this tariff.**

**.032 all charges for the service will be computed as if the service were to be billed to one subscriber. The joint user or authorized user which has been designated as the subscriber will be billed for all components of the service and will be responsible for all payments to Company. In the event that the designated customer fails to pay the Company, each joint user or authorized user shall be liable to the Company for all charges incurred as a result of its use of Company service.**

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801 Congressional Boulevard  
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**SECTION II-RULES AND REGULATIONS (Continued)**

**4. Use of Service (Continued)**

- .04 Service may be arranged for use by Other Common Carriers for the purposes of resale subject to the following:**
  - .041 other Common Carriers will be responsible for charges, costs, etc., incurred by Company with respect to services as referenced in this tariff.**
  - .042 other Common Carriers are responsible for all interaction and interface with their own subscribers or customers.**
  - .043 other Common Carriers are required to register with the South Dakota Public Utilities Commission.**
- .05 Service shall not be used for the following:**
  - .051 for any unlawful purpose.**
  - .052 for any purpose for which payment or other compensation is received by the customer, except when the customer is a duly permitted and regulated common carrier. This provision does not prohibit an arrangement between the customer, permitted user or joint user to share the cost of the service so long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.**
- .06 When the Company's service is furnished or arranged for use for the purposes of resale, the customer will be responsible for charges, costs, etc., incurred by Company service(s) as well as interaction and interface with their own subscribers or customers.**

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801 Congressional Boulevard  
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**SECTION II-RULES AND REGULATIONS (Continued)**

**5. Limitations**

- .01 Service is offered, subject to the availability of the necessary facilities and/or equipment and subject to the provisions of the tariff. The Company reserves the right not to provide service to or from a Customer where the necessary facilities or equipment are not available.**
- .02 Company reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff, or in violation of the law.**
- .03 Service may be discontinued by Company, without notice to the customer, by blocking traffic to certain cities or NXX exchanges or by blocking calls using certain customer authorization codes when Company deems it necessary to take such action to prevent unlawful use of its service. Company will restore service as soon as it can be provided without undue risk.**
- .04 There are no limits on the number of calls placed or the length of individual calls.**
- .05 Company restricts all 976 exchange calls.**

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**SECTION II-RULES AND REGULATIONS (Continued)**

**6. Terms and Conditions**

- .01 Service is provided and billed on the basis of a minimum period of at least one month, beginning on the date that billing becomes effective, and continues to be provided until cancelled, by the customer, in writing, with no less than thirty (30) days notice.**
- .02 In the event a customer orders a Company option that does not require a monthly subscription fee, Company reserves the right to treat a period of non-use of not less than ninety (90) days as a cancellation and to discontinue furnishing service, without notice, after such ninety (90) day period.**
- .03 Service is offered on a monthly basis, twenty-four (24) hours per day. It is also offered on a Metered Use basis.**
- .04 For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.**
- .05 The name(s) of the customer(s) desiring to use the service must be stipulated in the application for service.**
- .06 The customer agrees to operate Company-provided equipment in accordance with instructions of Company or Company agents. Failure to do so will void Company liability for interruption of service and may make the customer responsible for damage to equipment pursuant to paragraph .07 below.**
- .07 The customer agrees to return to Company all Company-provided equipment delivered to the customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the customer, normal wear and tear only excepted. The customer shall reimburse Company, upon demand, for any costs incurred by Company due to the customer's failure to comply with this provision.**

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801 Congressional Boulevard  
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**SECTION II-RULES AND REGULATIONS (Continued)**

**7. Liability**

- .01 The liability of the Company shall be determined in accordance with SDCL 49-13-1, 49-13-1.1, and any other applicable law.**
- .02 Company shall be indemnified and held harmless by the customer against:
  - .021 claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over Company's channels;**
  - .022 patent infringement claims arising from combining or connecting Company furnished channels with apparatus and systems of the customer;**
  - .023 all other claims arising out of any act or omission of the customer in connection with any service provided by Company.****
- .03 Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.**
- .04 When the facilities of other carriers are used in establishing connections to points not reached by the Company's facilities, the Company is not liable for any act or omission of the other carrier(s). The subscriber will indemnify and save harmless the Company from any third-party claims for such damages referred to in Section II.**

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**SECTION II-RULES AND REGULATIONS (Continued)**

**7. Liability (Continued)**

- .05 Company does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment.**
- .06 The customer indemnifies and holds Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such equipment so used.**
- .07 Company is not liable for any defacement of, or damage to, the premises of a customer resulting from the furnishing of channel facilities or the attachment of instruments, apparatus and associated wiring furnished by Company on such customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of Company negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of Company.**
- .08 The customer is responsible for taking all necessary legal steps for interconnecting customer-provided terminal equipment of communications systems with Company facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.**

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**SECTION II-RULES AND REGULATIONS (Continued)**

**7. Liability (Continued)**

- .09** The customer shall ensure that equipment and/or system is properly interfaced with Company facilities, that the signals emitted into Company's network are of the proper mode, bandwidth, power, data speed, and signal level of the intended use of the customer and in compliance with the criteria set forth in this tariff and that the signals do not damage Company equipment, injure personnel or degrade service to other customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the customer fails to maintain and operate their equipment and/or system properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other customers, company may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, Company may, upon written notice, terminate the customer's service.
- .10** Company shall not be liable for any failure of performance due to causes beyond its reasonable control, including, but not limited to, acts of God, fires, meteorological phenomena, floods, or other catastrophes; national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppages or other labor difficulties, and any law, order, regulation or other action of any governing authority or agency thereof.

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**SECTION II-RULES AND REGULATIONS (Continued)**

7. **Liability (Continued)**

.11 Company shall not be liable for:

.111 - unlawful use or use by an unauthorized person of Company's facilities and services.

.112 changes in any of the facilities, operations, services or procedures of Company that render any facilities or services provided by subscriber obsolete, or require modification or alteration of such facilities or services, or otherwise affect their use or performance. Company will endeavor to advise customer on a timely basis of such change.

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OCMC, Inc.  
801 Congressional Boulevard  
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**SECTION II-RULES AND REGULATIONS (Continued)**

Reserved For Future Use

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SECTION II-RULES AND REGULATIONS (Continued)

8. Interconnection With Other Carriers

- .01 Service furnished by Company may be connected with services or facilities of another participating carrier. Such interconnection may be made at a Company terminal or entrance site, at a terminal of another participating carrier, or at the premises of a customer, joint user, or authorized user. Service furnished by Company is not part of a joint undertaking with such other carrier(s).
- .02 Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the customer's expense unless otherwise agreed upon. Upon customer request and acting as an authorized agent, Company will attempt to make the necessary arrangements for such interconnection.
- .03 Service furnished by Company may be connected with the facilities or services of other participating carrier's tariffs applicable to such connections.

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**SECTION II-RULES AND REGULATIONS (Continued)**

**9. Special Customer Arrangements**

- .01 In cases where a customer requests special arrangements which may include engineering, installation, facilities, assembly, purchase or lease of facilities, and/or other special services not offered under this tariff, Company at its option, will provide the requested services. Appropriate recurring and/or non-recurring charges will be developed accordingly.**

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SECTION II-RULES AND REGULATIONS (Continued)

10. Change in Service Agreement

- .01 When a change in service arrangement involves the continued use by the customer of circuits furnished by Company, installation charges do not apply to the circuits continued in use. The minimum service period and monthly fees for the circuits continued in use is determined from the date of initial installation thereof.

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OCMC, Inc.  
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**SECTION II-RULES AND REGULATIONS (Continued)**

11. **Restoration of Service**

- .01 The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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**SECTION II-RULES AND REGULATIONS (Continued)**

12. **Inspection**

- .01 Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine that the requirements of this tariff are being complied with in the installation, operation, and/or maintenance of the customer or Company equipment. Company may interrupt the service at any time, without penalty to Company, because of departure from any of these requirements.

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SECTION II-RULES AND REGULATIONS (Continued)

13. Testing and Adjusting

- .01 Upon reasonable notice, the circuits provided by Company shall be made available to Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition; no interruption allowance will be granted for the time during which such tests and adjustments are made.

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801 Congressional Boulevard  
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SECTION II-RULES AND REGULATIONS (Continued)

14. Interruption of Service

- .01 It shall be the obligation of the subscriber to notify the Carrier of any interruption in service. Before giving such notice, the subscriber shall ascertain that the trouble is not being caused by any action or omission of the subscriber or is not in wiring or equipment, if any, furnished by the customer and connected to the Company's facilities.
- .02 For purposes of credit computation, every month shall be considered to have 720 hours. The amount of credit issued will be computed based on subscriber's average monthly billings for six (6) months prior to the issuance of credit. Credit computation for subscribers having less than six months' usage of Company's services will be based on average monthly billings incurred prior to issuance of credit or estimated monthly billings for new subscribers.
- .03 No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- .04 The use and restoration of service shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

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OCMC, Inc.  
801 Congressional Boulevard  
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SECTION II-RULES AND REGULATIONS (Continued)

15. Payment Arrangements

- .01 The customer is responsible for payment of all charges for services furnished. Charges for installation, physical or administrative changes, expedites, or cancellation of orders are payable upon completion. If, because of any such activity a non-Company carrier or supplier levies additional charges, these charges shall be passed through to the customer. Recurring charges are billed in advance.
- .02 For billing of fixed charges, service is considered to be established upon the day in which the Company notifies the subscriber of installation and testing of the subscriber's service.
- .03 Bills are payable upon receipt. Subscriber will be billed for all usage accrued beginning immediately upon access to the service. Commencing seventeen (17) days after rendition of the billing, it shall be considered past due and a late payment charge of one and one-half percent (1.5%) per month will be applied to the balance.
- .04 Applicants or customers whose financial condition is not acceptable to Company may be required at any time to make an advanced payment up to an amount equalling up to two months actual or estimated charges for the service to be provided.
- .05 A customer who discontinues service or whose service is cancelled by the Company and/or in accordance with sections of this tariff, and wishes to reinstate service, may be subject to a reconnection charge of an amount not to exceed twenty-five dollars (\$25.00).

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OCMC, Inc.  
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SECTION II-RULES AND REGULATIONS (Continued)

15. Payment Arrangements (Continued)

- .06 The charges set forth in this tariff for circuit terminations contemplate installations made in normal locations and under normal working conditions. Any installations to be made under other circumstances are subject to additional charges, which will be tariffed as appropriate.
- .07 If notice of a dispute as to charges is not received, in writing, by Company within 180 days after an invoice is rendered, such invoice shall be deemed to be correct and binding upon the customer.
- .08 A charge of no more than twenty dollars (\$20.00) will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.
- .09 Customers will be billed for and are liable for payment of all applicable federal, state, and local taxes, surcharges or other assessments including such amounts as Company may be authorized to pass through to the customer.
- .10 In certain instances, the customer may be subject to local telephone charges or message unit charges in using Company's service(s). Company is not responsible for any such local charges imposed directly on the customer by the local telephone company for gaining access to Company's intercity network.
- .11 A minimum monthly billing of two dollars and fifty cents (\$2.50) per month may be applied as an administrative service fee. The administrative charge will not apply to bills for operator services.

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**SECTION II-RULES AND REGULATIONS (Continued)**

**16. Customer Inquiries and Complaints**

- .01 Customers wishing to inquire about services or billing may do so by telephone or in writing to the following:**

**One Call Communications, Inc.  
P.O. Box 3141  
Carmel, Indiana 46082  
(800) 676-7796**

- .02 In the event that Company is unable to resolve a complaint to Customer's satisfaction, a complaint may be filed with the South Dakota Public Utilities Commission at the following address:**

**South Dakota Public Utilities Commission  
500 East Capitol  
Pierre, South Dakota 57501  
(605) 773-3201  
(800) 332-1782  
(800) 877-1113 (TTY through Relay Service South Dakota)**

**17. Disconnection of Service**

- .01 Customer must give advance verbal or written notice for disconnection of any Company service. Company will have up to thirty (30) days to complete disconnect. The subscriber will be responsible for all charges for thirty (30) days or until the disconnect is effected, whichever is sooner. This thirty (30) day period will begin on the day of receipt of notice from the subscriber.**

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SECTION II-RULES AND REGULATIONS (Continued)

18. Cancellation of Service by Customer

- .01 If a customer cancels an order for service before the service begins, before completion of the minimum period, or before completion of some other period mutually agreed upon by the customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by Company and not fully reimbursed by installation and monthly charges and if, based on an order by a customer, any installation has either begun or been completed, but no services provided, the nonrecoverable cost of such installation shall be borne by the customer.

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801 Congressional Boulevard  
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SECTION II-RULES AND REGULATIONS (Continued)

19. Cancellation of Service by Company

.01 The Company, by written notice to the subscriber or applicant, may immediately cancel the application for or discontinue service, after five (5) days' written notice, without incurring any liability for any of the following reasons:

.011 customer's failure to pay sum due the Company for service within forty-five (45) days of the date Company rendered its bill for such service.

.012 a violation of or failure to comply with any regulation governing the furnishing of service under this tariff.

.013 upon written notification, Company will discontinue furnishing service to a subscriber who has not used the service for a period of ninety (90) days and who appears, after investigation to have left the community or who advises Company that Company's service(s) is no longer desired and no longer desires to be carried as a customer.

.014 an order of a court or other government authority having jurisdiction which prohibits the Company from furnishing service.

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OCMC, Inc.  
801 Congressional Boulevard  
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**SECTION II-RULES AND REGULATIONS (Continued)**

**20. 800/888 Service Numbers**

- .01 The Company will make every effort to reserve "800/888" vanity numbers on behalf of customers, but makes no guarantee or warranty that the requested 800/888 number(s) will be available or assigned to the customer requesting the number.**
- .02 If a customer accumulates undisputed past-due charges, the Company reserves the right not to honor the customer's request for a change in 800/888 service to another carrier (e.g., "porting" of the 800/888 number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.**
- .03 800/888 numbers shared by more than one customer, whereby individual customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor customer requests for change in Resp Org or 800/888 service provider for 800/888 numbers dedicated to the sole use of that single number.**
- .04 In all cases of assignment or transfer, written acknowledgement of the customer is required prior to such assignment or transfer. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.**
- .05 The assignment of services does not relieve or discharge a customer from remaining jointly or severally liable for any obligations existing at the time of the assignment or transfer.**

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**SECTION III-SPECIAL CONDITIONS GOVERNING OPERATOR SERVICES**

**1. Subscriber's Compliance with Regulations**

.01 Company states in all subscribing contracts and agreements that purchaser (subscriber) and its employees, brokers, agents, assigns, and successors shall at all times comply with and conform to all federal, state, and local rules and regulations including, but not limited to, rates, posting guidelines, alternate carrier access, and branding which are at any time applicable to any of the telecommunications services provided by Company to purchaser. The failure of purchaser to comply with and observe any rule or regulation or other regulatory requirement applicable to the telecommunication services to be provided by Company to purchaser shall constitute a default under the agreement. In the event that the purchaser fails to remedy such a default after receiving written notice of such default from Company or, in the event that such default cannot be reasonably corrected, does not proceed expeditiously and with due diligence to correct said default, Company may, at its option, terminate agreement. Purchaser shall indemnify, defend, and hold Company harmless of and from any and all claims, liabilities, fines, penalties, or other costs and expenses incurred or paid Company by reason of purchaser's failure to comply with any applicable rule, regulation, or other regulatory requirement applicable to the telecommunication services purchased by purchaser from Company.

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OCMC, Inc.  
801 Congressional Boulevard  
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**SECTION III-SPECIAL CONDITIONS GOVERNING OPERATOR SERVICES**  
**(Continued)**

**2. Posting Requirements**

- .01 Company, federal, and state regulations require tent cards and/or stickers to be placed near or on telephone equipment used to access company's services with violators of provision subject to termination of service. These posting requirements apply to all pay telephones, hotel/motel room phones, hospital patient room phones and any other phones available to the transient public.**

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**OCMC, Inc.**  
**801 Congressional Boulevard**  
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**SECTION III-SPECIAL CONDITIONS GOVERNING OPERATOR SERVICES**  
**(Continued)**

**3. Blocking and Interception Provisions**

- .01 Company forbids subscribers to block or intercept operator services of competing carriers. This provision does not pertain in situations where the customers who control premises equipment are also the users and bill-payers of Company's service.**

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**SECTION III-SPECIAL CONDITIONS GOVERNING OPERATOR SERVICES**  
**(Continued)**

4. **Branding**

.01 Dual branding is provided with all operator assisted calls. Branding is identifying the carrier the caller is using. Rates will be provided on request.

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**SECTION III-SPECIAL CONDITIONS GOVERNING OPERATOR SERVICES**  
**(Continued)**

5. **Call Splashing**

- .01 **Calls transferred to other carriers will be rated and billed to reflect originating and terminating points of those calls; and where certain transfers cannot be made with this billing, the caller will be informed. In the event the caller wishes to terminate the call and replace with another carrier, Company will provide access instructions for the preferred carrier.**

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801 Congressional Boulevard  
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## South Dakota Public Utilities Commission Tariff NO.1

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**SECTION III-SPECIAL CONDITIONS GOVERNING OPERATOR SERVICES**  
**(Continued)****6. Payment and Billing**

- .01** The customer is responsible for payment of all tariffed rates and regulations in effect at the time the service is furnished. Usage charges are billed at the end of each customer's monthly billing cycle. Any other charges are billed monthly in advance. All charges are due when the bill is rendered. Residential customers may be permitted to pay all charges through automatic debits to a pre-approved credit card account.
- .02** Company's operator services billing and collection services are provided by third-party firms with whom Company contracts for such services. The third-party agents have billing agreements with all Regional Bell Operating Companies (RBOCs) and the major independent telephone operating companies. Company may, in certain situations, enter into separate billing agreements directly with RBOCs and major independent telephone operating companies. In the event an end user elects to pay via a major credit card, charges are billed via direct agreements between Company and the credit establishment indicated by the end user's major credit card.
- .03** The charge for each completed operator assisted call consists of two charge elements: fixed operator service charge, which will be dependent on the type of billing selected (i.e., calling card, charge third party or other) and/or the completion restriction selected (i.e., station-to-station or person-to-person); and a measured charge dependent on the duration, distance and time of day of the call. The measured element is specified as a rate per minute which applies to each minute of call duration, with a minimum charge for each call of one minute, and with fractional minutes of use thereafter counted as one full minute.

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801 Congressional Boulevard  
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**SECTION III-SPECIAL CONDITIONS GOVERNING OPERATOR SERVICES**  
**(Continued)**

**6. Payment and Billing (Continued)**

- .031 Charges for Collect, Calling Card, and Charge Third Party Calls will be included on the end user's or called or third party's regular home or business telephone bill pursuant to billing and collection agreements established by Company with the applicable telephone company.**
- .032 Charges for Credit Card Calls will be included on the end user's regular monthly statement from the card-issuing company.**
- .033 When requested by the end user, and authorized by the subscriber, the charges may be provided for inclusion on the hotel or motel bill of the user. In such cases, Company will provide a record of the call detail and charges to the hotel or motel for such billing purposes.**
- .04 Company reserves the right to validate worthiness of users through available credit card, calling card, called number, third party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or Company may refuse to place the call.**
- .05 When billing functions on behalf of Company are performed by local exchange telephone companies, credit card companies or others, the payment of charge conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.**

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**SECTION III-SPECIAL CONDITIONS GOVERNING OPERATOR SERVICES**  
**(Continued)**

**6. Payment and Billing (Continued)**

**.06 Customers may receive credit adjustments up to an allowable amount for contested charges by contacting the billing agency whose number is shown on the customer's bill. Adjustments exceeding these allowances, if any, will be authorized after appropriate investigation. Credit card companies will credit the contested amount(s) and notify the Company for investigation and rebilling if appropriate.**

**.07 The following call types are at no charge to the customer:**

**Incomplete calls.**

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**SECTION IV- DESCRIPTION OF SERVICE**

**1. General Description of Service**

- .01 For purposes of this tariff, the service provided by Company is the resale of long distance telecommunications services and operator services.**
- .02 Company offers its services subject to the provisions of this tariff.**
- .03 Company's services are offered to subscribers on a monthly basis.**
- .04 Company's services are offered to subscribers twenty-four (24) hours a day.**
- .05 All service shall remain in effect for a minimum of thirty (30) days.**
- .06 Company offers its services subject to the availability of the necessary facilities and/or equipment. Company reserves the right to refuse to provide service to or from any location where the necessary facilities and/or equipment are not available.**

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**SECTION IV- DESCRIPTION OF SERVICE (Continued)**

**2. Call Completion**

.01 Not more than one (1) call per one hundred (100) calls during a typical "busy hour" will receive a busy signal from the Company's terminal or experience any other service delay related to the Company's facilities or service. The Company is not responsible for delays or signal degradation caused by any phone company.

**3. Emergency Calls**

.01 By contract, Company requires subscribers to direct all 911 emergency calls to the appropriate emergency agency via the Local Exchange Carrier (LEC). Where there are no 911 centers in operation, 911 calls will be directed to the appropriate operator. Should a Company operator need to process an emergency call, the call will be immediately directed to the appropriate emergency agency by accessing the emergency number obtained from an on line database. The Company operator will remain on the line for further assistance through completion of the call.

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**SECTION IV- DESCRIPTION OF SERVICE (Continued)**

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**4. Calculation of Charges and Distance**

- .01 Chargeable time for calls will begin when connection is established between calling party and company switch. Chargeable time ends when the calling station "hangs up", thereby releasing the network connection. If the calling station does not hang up, chargeable time ends when the network connection is released by automatic timing equipment in the network.
- .02 Charges for Company's service(s) are based on the distance and duration of the call, monthly usage, and the rate period (Day, Evening, Night) when the call is placed.
- .03 Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. For the purpose of determining airline mileage, vertical and horizontal grid lines have been established across the United States and Canada. The spacing between adjacent vertical grid lines and between horizontal grid lines represents a distance of one coordinate unit. This unit is the square root of 0.1, expressed in statute miles. A vertical (V) and a horizontal (H) coordinate is computed for each local exchange company primary serving office and serving office from its latitude and longitude location by use of appropriate map-projection equations. A pair of V-H coordinates locates a primary serving office or serving office for determining airline mileage, at a particular intersection of an established vertical grid line with an established horizontal grid line. The distance between any two primary serving offices or serving offices is the airline mileage computed as follows:

FORMULA: 
$$\frac{\sqrt{(V_1 - V_2)^2 + (H_1 - H_2)^2}}{10}$$

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SECTION IV- DESCRIPTION OF SERVICE (Continued)

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5. Service Offerings

- .01 Operator Services are those services provided by the Company in which the end user has a customer relationship with the Company, the Company contracts with the customer/end user to provide the services, and the customer/end user pays for the actual processing of the operator assisted calls; or Company's customer relationship is with a subscriber through a contractual agreement, and the end user has no direct customer relationship with the Company. The Operator Services rates and charges, located on Sheet No. 56-60, apply to all intraLATA, interLATA and local operator assisted calls.
- .02 Directory Assistance Company processes Directory Assistance/Information calls on a per call basis. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.
- .03 Special Promotions The Company may from time to time engage in special promotional trial service offerings of limited duration, [not to exceed ninety (90) days on a per customer basis, for non-optional, recurring charges], designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering. APPLICANT will obtain Commission approval prior to the effective date of such offerings.

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**SECTION IV- DESCRIPTION OF SERVICE (Continued)**

---

**5. Service Offerings (Continued)**

- .04 Premiere Travel allows customers to place long distance calls from locations other than their presubscribed telephone. Access to the One Call Network is gained by dialing an 800/888 number. Calls are billed in six (6) second increments with a one (1) minute minimum. Cards are issued at no charge to the subscriber.**
- .05 Protocall Ambassador allows customers to place long distance calls from locations other than their presubscribed telephone. Access to the One Call Network is gained by dialing an 800/888 number. Calls are billed in six (6) second increments with a thirty (30) second minimum. Cards are issued at no charge to the subscriber.**
- .06 Travel America allows customers to place long distance calls from locations other than their presubscribed telephone. Access to the One Call Network is gained by dialing an 800/888 number. Calls are billed in six (6) second increments with a one (1) minute minimum. Cards are issued at no charge to the subscriber.**
- .07 Compete USA is a basic MTS service designed for business customers in Bell Operating Company calling areas. Calls are billed in six (6) second increments with a six (6) second minimum.**
- .08 Tier One is a basic MTS service for customers whose average monthly long distance usage exceeds \$1000. There is no installation charge or monthly fee for Tier One service. Calls are billed in six (6) second increments with a thirty (30) second minimum.**
- .09 One Solution is a basic MTS service designed for business customers. Calls are billed in six (6) second increments with an eighteen (18) second minimum. This service requires a 24-month Agreement. There is a charge of \$750.00 if service is terminated early.**

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**SECTION IV- DESCRIPTION OF SERVICE (Continued)**

---

**5. Service Offerings (Continued)**

- .10 **Home Link 800** is an inbound 800/888 service designed for residential customers. There is a \$5.00 monthly minimum for Home Link 800. Calls are billed in six (6) second increments with a thirty (30) second minimum.
- .11 **Ultra 800** is an inbound 800/888 service designed for business customers whose average monthly long distance usage exceeds \$100. There is a \$5.00 monthly minimum for Ultra 800. Calls are billed in six (6) second increments with a thirty (30) second minimum.
- .12 **Target 800** is an inbound 800/888 service designed for business customers whose average monthly long distance usage exceeds \$500. There is a \$5.00 monthly minimum for Target 800. Calls are billed in six (6) second increments with an eighteen (18) second minimum.
- .13 **One Solution 800** is an inbound 800/888 service designed for business subscribers. There is a \$5.00 monthly minimum billing. Calls are billed in six (6) second increments with an eighteen (18) second minimum. This service requires a 24-month Agreement. There is a charge of \$750.00 if service is terminated early.
- .14 **Ameritel 800** is an inbound 800/888 serviced designed for hospitality customers, such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$1500. There is a \$5.00 monthly minimum for Ameritel 800. Calls are billed in six (6) second increments with a thirty (30) second minimum.
- .15 **Hospitality 800** is an inbound 800/888 service designed for hospitality customers, such as hotels/motels and condominiums. There is a \$5.00 monthly minimum for Hospitality 800. Calls are billed in six (6) second increments with a thirty (30) second minimum.

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**SECTION IV- DESCRIPTION OF SERVICE (Continued)**

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**5. Service Offerings (Continued)**

- .16 **Hospitality Special 800** is an inbound 800/888 serviced designed for hospitality customers, such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$6500. There is a \$5.00 monthly minimum for Hospitality Special 800. Calls are billed in six (6) second increments with a thirty (30) second minimum.
- .17 **Hospitality B** is a basic MTS service for hospitality customers such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$50. There is no installation charge or monthly fee for Hospitality B service. Calls are billed in six (6) second increments with a thirty (30) second minimum.
- .18 **Hospitality C** is a basic MTS service for hospitality customers such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$100. There is no installation charge or monthly fee for Hospitality C service. Calls are billed in six (6) second increments with a thirty (30) second minimum.
- .19 **Hospitality F** is a basic MTS service for hospitality customers, such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$1000. There is no installation charge or monthly fee for Hospitality F service. Calls are billed in six (6) second increments with a thirty (30) second minimum.
- .20 **Hospitality E** is a basic MTS service for hospitality customers, such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$500. There is no installation charge or monthly fee for Hospitality E service. Calls are billed in six (6) second increments with a thirty (30) second minimum.

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**SECTION IV- DESCRIPTION OF SERVICE (Continued)**

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**5. Service Offerings (Continued)**

- .21 **Special K Domestic** is a basic MTS service for hospitality customers, such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$5000. There is no installation charge or monthly fee for Special K Domestic service. Calls are billed in six (6) second increments with a six (6) second minimum.
- .22 **Q-Guarantee** is a basic MTS service for hospitality customers, such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$2500. There is no installation charge or monthly fee for Q-Guarantee service. Calls are billed in six (6) second increments with a thirty (30) second minimum.
- .23 **Ameritel Outbound** is a basic MTS service for hospitality customers, such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$1500. There is no installation charge or monthly fee for Ameritel Outbound service. Calls are billed in six (6) second increments with a thirty (30) second minimum.
- .24 **Q-Guarantee III** is a basic MTS service for hospitality customers, such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$7500. There is no installation charge or monthly fee for Q-Guarantee III service. Calls are billed in one (1) minute increments with a one (1) minute minimum.
- .25 **Hospitality Special** is a basic MTS service for hospitality customers, such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$6500. There is no installation charge or monthly fee for Hospitality Special service. Calls are billed in six (6) second increments with a thirty (30) second minimum.

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**SECTION IV- DESCRIPTION OF SERVICE (Continued)**

5. **Service Offerings (continued)**

- .26 **Hospitality Special II** is a basic MTS service for hospitality customers, such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$7000. There is no installation charge or monthly fee for Hospitality Special II service. Calls are billed in six (6) second increments with a six (6) second minimum.
- .27 **Max Five** is a basic MTS service for hospitality customers, such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$7500. There is no installation charge or monthly fee for Max Five service. Calls are billed in six (6) second increments with a thirty (30) second minimum.

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**SECTION IV- DESCRIPTION OF SERVICE (Continued)**

6. **Special Arrangements**

.01 Company may offer services under special contract service arrangements on an individual case basis.

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**SECTION V- RATES AND CHARGES**

1. **Operator Service Rates and Charges**

.01 **Rate Plan A**

Rate Mileage	Day	Evening/Night
	Minutes/Minutes 1-9 /10 & Up	Minutes/Minutes 1-9 /10 & Up
0-10	\$ .3100/.4600	\$ .2550/.4050
11-16	.3700/.5200	.3050/.4550
17-22	.3900/.5400	.3200/.4700
23-30	.4250/.5750	.3500/.5000
31-40	.4500/.6000	.3650/.5150
41-55	.4850/.6350	.3950/.5450
56-85	.5250/.6750	.4200/.5700
86-124	.5450/.6950	.4400/.5900
125-244	.5650/.7150	.4550/.6050
245-475	.5800/.7300	.4700/.6200

**Operator Surcharges - Plan A**

An operator service charge will be added to the first minute of each operator call in addition to the per minute rates set forth in .01 above.

	Automated <u>Operator</u>	Live <u>Operator</u>
Calling Card	\$2.51	\$2.51
Collect	\$4.81	\$4.81
Third Party		\$3.81
Person-to-Person (All Calls)		\$6.56

\* Minutes 1-9 are billed in three (3) minute increments. Minute 10 & up are billed in one (1) minute increments.

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SECTION V- RATES AND CHARGES (Continued)

1. Operator Service Rates and Charges (Continued)

.02 Rate Plan B

<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
\$ .8900/min.	\$ .8900/min.	\$ .8900/min.

Operator Service Charges - Plan B

An operator service charge will be added to the first minute of each operator call in addition to the per minute rates set forth above.

	<u>Automated Operator</u>	<u>Live Operator</u>
Calling Card	\$ 4.99	\$ 5.50
Collect	\$ 4.99	\$ 6.50
Third Party		\$ 9.99
Person-to-Person		\$ 9.99

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SECTION V- RATES AND CHARGES (Continued)

1. Operator Service Rates and Charges (Continued)

.03 Rate Plan C

<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
\$ .9500/min.	\$ .9500/min.	\$ .9500/min.

Operator Service Charges - Plan C

An operator service charge will be added to the first minute of each operator call in addition to the per minute rates set forth above.

	<u>Automated Operator</u>	<u>Live Operator</u>
Calling Card	\$ 5.47	\$ 7.20
Collect	\$ 5.60	\$ 7.30
Third Party		\$ 11.30
Person-to-Person		\$ 11.30

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**SECTION V- RATES AND CHARGES (Continued)**

1. **Operator Service Rates and Charges (Continued)**

.04 **Rate Plan D**

<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
\$ 1.20/min.	\$ 1.20/min.	\$ 1.20/min.

**Operator Service Charges – Plan D**

An operator service charge will be added to the first minute of each operator call in addition to the per minute rates set forth above.

	<u>Automated Operator</u>	<u>Live Operator</u>
Calling Card	\$ 6.90	\$ 8.45
Collect	\$ 7.40	\$ 8.60
Third Party		\$ 13.50
Person-to-Person		\$ 13.50

\* Minutes 1-7 are billed in 1 minute increments. Minutes 8+ are billed in 2 minute increments.

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SECTION V- RATES AND CHARGES (Continued)

1. Operator Service Rates and Charges (Continued)

.05 1-800-MAX-SAVE

Collect - Peak Rates\*

<u>Rate</u>	<u>Initial</u>	<u>Additional</u>
<u>Mileage</u>	<u>Minutes</u>	<u>Minutes</u>
All	\$ 0.3800	\$0.3800

Collect – Off-Peak Rates\*

<u>Rate</u>	<u>Initial</u>	<u>Additional</u>
<u>Mileage</u>	<u>Minute</u>	<u>Minutes</u>
All	\$ 0.0800	\$ 0.0800

Calling Card – All Time Periods

<u>Rate</u>	<u>Initial</u>	<u>Additional</u>
<u>Mileage</u>	<u>Minute</u>	<u>Minutes</u>
All	\$ 0.8900	\$ .8900

Operator Charges

Automated Calling Card	\$4.99
Live Calling Card	\$5.50
Automated Collect	\$2.99
Live Collect	\$3.95

\*Peak: 7am-8pm, Off-Peak: 8pm-7am. Collect calls are billed in three minute increments with a three minute minimum.

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**SECTION V- RATES AND CHARGES (Continued)**

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**1. Operator Service Rates and Charges (Continued)****.06 Operator Dialed Surcharge**

In addition to the operator surcharges in Section V.1.01, an Operator Dialed Surcharge applies to Operator Station and Person-to-Person calls when the customer elects to dial only the appropriate operator code ("0", "00", "1010XXX") and requires prompting by the operator system to dial the called station or requests the operator to dial the called station.

Operator Dialed (0-) Surcharge \$1.15

**.07 Public Payphone Surcharge**

A Public Payphone Surcharge applies to all completed consumer intrastate long distance calls placed from a public/semi-public payphone which are not paid on a sent paid basis. Specifically, the Public Payphone Surcharge applies to calling card service, collect calls, calls billed to a third number, and intrastate Directory Assistance. The Public Payphone Surcharge is applied in addition to any other applicable Service Charges or Surcharges.

Public Payphone Surcharge: \$ 0.30 per call

**.08 Provider Handling Fee**

In addition to all other charges, set forth in Section V.1, a provider handling fee of no more than \$3.00 per billable call, may be added to all intrastate operator-assisted calls completed through Company.

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SECTION V- RATES AND CHARGES (Continued)

1. Operator Service Rates and Charges (Continued)

.09 Non-Subscriber Service Charge

A service charge is applicable to interLATA Operator Station and Person-to-Person calls billed to lines presubscribed to an interexchange carrier other than OPTICOM or not presubscribed to any interexchange carrier. This charge is in addition to the per minute charges described in Section V.1 as well as any applicable service charges for operator handled calls. This charge does not apply to calling card calls, intraLATA calls or to lines presubscribed to OPTICOM.

Non-Subscriber Service Charge \$1.50 per call

.10 Property Surcharge

In addition to all other charges, set forth on Sheet No. 56-59, a property surcharge of no more than \$3.00 per billable call, may be added to all intrastate operator-assisted calls completed through Company.

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## South Dakota Public Utilities Commission Tariff NO.1

SECTION V- RATES AND CHARGES (Continued)2. Directory Assistance Charge

.01 Rate for in-state assistance \$1.49/call

.02 In addition to the Directory Assistance Charge, customers are charged the appropriate Operator Service Charges as specified in Section V.1 of this tariff. Person-to-person and collect calls to Directory Assistance are not permitted.

3. 800/888 Service Options and Fees

The following are one time charges:

.01 Limited Area Coverage	\$ 150.00
.02 Extended Area Coverage (including Alaska, Hawaii, the Virgin Islands and Puerto Rico)	\$ 50.00
.03 Re-direct to another line	\$ 10.00 per 800/888 number
.04 Administrative fee for 800/888 ordered in excess of 10	\$ 10.00 per 800/888 number

4. PSP Surcharge

A surcharge applies on all completed intrastate toll-free and 101XXXX access code calls, including any 800/888 or travel card calls, originating from a pay telephone. This surcharge is applied in addition to any other applicable service charges or surcharges. The surcharge does not apply to: calls paid for by inserting coins at the pay telephone; calls placed from stations other than a pay telephone.

PSP Surcharge Rate \$ .26 per call

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**SECTION V- RATES AND CHARGES (Continued)**

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5. **Premiere Travel**

<u>Day</u> \$ .2000/min.	<u>Evening</u> \$ .2000/min	<u>Night</u> \$ .2000/min
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Account Verification Charge: N/A

6. **Protocall Ambassador**

<u>Day</u> \$ .3500/min.	<u>Evening</u> \$ .3500/min	<u>Night</u> \$ .3500/min
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Account Verification Charge: N/A

7. **Travel America**

<u>Day</u> \$ .2500/min.	<u>Evening</u> \$ .2100/min	<u>Night</u> \$ .1800/min
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Account Verification Charge: \$ .50 per call

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**SECTION V- RATES AND CHARGES (Continued)**

8.	<b><u>Ameritel 800</u></b>	<u>Day</u> \$.0890/min.	<u>Evening</u> \$.0890/min	<u>Night</u> \$.0890/min
9.	<b><u>Hospitality 800</u></b>	<u>Day</u> \$.1310/min.	<u>Evening</u> \$.1310/min	<u>Night</u> \$.1310/min
10.	<b><u>Hospitality Special 800</u></b>	<u>Day</u> \$.0550/min.	<u>Evening</u> \$.0550/min	<u>Night</u> \$.0550/min
11.	<b><u>Home Link 800</u></b>	<u>Day</u> \$.2310/min.	<u>Evening</u> \$.2310/min	<u>Night</u> \$.2310/min
12.	<b><u>Ultra 800</u></b>	<u>Day</u> \$.1550/min.	<u>Evening</u> \$.1550/min	<u>Night</u> \$.1550/min
13.	<b><u>Target 800</u></b>	<u>Day</u> \$.1200/min.	<u>Evening</u> \$.1200/min	<u>Night</u> \$.1200/min
14.	<b><u>One Solution 800</u></b>	<u>Day</u> \$.1010/min.	<u>Evening</u> \$.1010/min	<u>Night</u> \$.1010/min

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**SECTION V- RATES AND CHARGES (Continued)**

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15. **Compete USA**

<u>Day</u> \$ .0800/min.	<u>Evening</u> \$ .0800/min	<u>Night</u> \$ .0800/min
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16. **Tier One**

<u>Day</u> \$ .1400/min.	<u>Evening</u> \$ .1400/min	<u>Night</u> \$ .1400/min
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17. **One Solution**

<u>Day</u> \$ .1010/min.	<u>Evening</u> \$ .1010/min	<u>Night</u> \$ .1010/min
-----------------------------	--------------------------------	------------------------------

18. **Hospitality B**

<u>Day</u> \$ .1250/min.	<u>Evening</u> \$ .1250/min	<u>Night</u> \$ .1250/min
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19. **Hospitality C**

<u>Day</u> \$ .1110/min.	<u>Evening</u> \$ .1110/min	<u>Night</u> \$ .1110/min
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20. **Hospitality F**

<u>Day</u> \$ .0800/min.	<u>Evening</u> \$ .0800/min	<u>Night</u> \$ .0800/min
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21. **Hospitality E**

<u>Day</u> \$ .1010/min.	<u>Evening</u> \$ .1010/min	<u>Night</u> \$ .1010/min
-----------------------------	--------------------------------	------------------------------

---

ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
 OCMC, Inc.  
 801 Congressional Boulevard  
 Carmel, IN 46032

South Dakota Public Utilities Commission Tariff NO.1

---

**SECTION V- RATES AND CHARGES (Continued)**

22. **Special K Domestic**

<u>Day</u> \$ .0650/min.	<u>Evening</u> \$ .0650/min	<u>Night</u> \$ .0650/min
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23. **Q-Guarantee**

<u>Day</u> \$ .1017/min.	<u>Evening</u> \$ .1017/min	<u>Night</u> \$ .1017/min
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24. **Ameritel Outbound**

<u>Day</u> \$ .0890/min.	<u>Evening</u> \$ .0890/min	<u>Night</u> \$ .0890/min
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25. **Q-Guarantee III**

<u>Day</u> \$ .0490/min.	<u>Evening</u> \$ .0490/min	<u>Night</u> \$ .0490/min
-----------------------------	--------------------------------	------------------------------

26. **Hospitality Special**

<u>Day</u> \$ .0550/min.	<u>Evening</u> \$ .0550/min	<u>Night</u> \$ .0550/min
-----------------------------	--------------------------------	------------------------------

27. **Hospitality Special II**

<u>Day</u> \$ .0510/min.	<u>Evening</u> \$ .0510/min	<u>Night</u> \$ .0510/min
-----------------------------	--------------------------------	------------------------------

28. **Max Five**

<u>Day</u> \$ .0500/min.	<u>Evening</u> \$ .0500/min	<u>Night</u> \$ .0500/min
-----------------------------	--------------------------------	------------------------------

---

ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
 OCMC, Inc.  
 801 Congressional Boulevard  
 Carmel, IN 46032

**South Dakota Public Utilities Commission  
WEEKLY FILINGS**

**For the Period of May 9, 2002 through May 15, 2002**

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five business days of this report. Phone: 605-773-3705 Fax: 605-773-3809

**CONSUMER COMPLAINT**

**CT02-016 In the Matter of the Complaint filed by Betty Anderson, Spearfish, South Dakota, against Network Communications International Corp. Regarding Unauthorized Billing for Services.**

Complainant states that she is being billed for collect calls that she did not make or accept. Complainant believes that the company is a scam and is billing her for bogus charges. She requests that the charges be removed.

Staff Analyst: Mary Healy  
Staff Attorney: Kelly Frazier  
Date Docketed: 05/09/02  
Intervention Deadline: N/A

**CT02-017 In the Matter of the Complaint filed by Quality Inn, Rapid City, South Dakota, against McLeodUSA Telecommunications Services, Inc. Regarding Failure to Provide Service.**

Complainant states that in July 2000, it agreed to switch its business service from Qwest to McLeod. On July 19, 2000, at approximately 3:00 a.m. Complainant found that it had no telephone service because McLeod did not have the same switch date as Qwest. Qwest restored Complainant's service at approximately 12:00 p.m. on July 19th. The Complainant's service was then scheduled to switch to McLeod on August 15, 2000. At approximately 6:00 a.m. Qwest disconnected Complainant's service but the service was not connected with McLeod. Qwest restored Complainant's service at approximately 9:00 p.m. Complainant then met with Larry Selensky, McLeod Representative, to discuss the problem. Larry stated that the Complainant would receive a \$3,000.00 credit for all of its trouble and assured the Complainant that the switch scheduled on December 8, 2000 would go smoothly. On November 30, 2000, Complainant's service was disconnected by Qwest at 10:30 a.m. When McLeod was unable to connect service, Qwest restored the Complainant's service on December 1, 2000, at approximately 3:00 p.m. Complainant's service was never switched to McLeod. Complainant requests that it be reimbursed for vendor bills, employee wages and lost revenue in the amount of \$5,949.01.

Staff Analyst: Mary Healy  
Staff Attorney: Karen Cremer  
Date Docketed: 05/15/02  
Intervention Deadline: N/A

## TELECOMMUNICATIONS

**TC02-044 In the Matter of the Application of NOW Communications of South Dakota, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications and Local Exchange Services in South Dakota.**

NOW Communications of South Dakota, Inc. is seeking a Certificate of Authority to provide interexchange and local exchange telecommunications services in South Dakota. NOW intends to offer services to residential customers with poor or no credit history who are often unable to obtain local exchange services from the ILEC. The applicant intends to provide interexchange service on a resale basis and local exchange service via resale and the purchase of local exchange carrier network elements (UNE).

Staff Analyst: Heather Forney  
Staff Attorney: Kelly Frazier  
Date Docketed: 05/10/02  
Intervention Deadline: 05/31/02

**TC02-045 In the Matter of the Filing for Approval of a Wireline Adoption Interconnection Agreement and Concurrent Amendment to the Agreement as it is Adopted between ICG Telecom Group, Inc. and Qwest Corporation.**

On May 7, 2002, the Commission received for approval a Filing of Wireline Adoption Interconnection and Concurrent Amendment to that Agreement as it is adopted between ICG Telecom Group, Inc. (ICG) and Qwest Corporation (Qwest). According to the parties, the Agreement is a negotiated agreement whereby ICG chooses to adopt, in its entirety, the terms and conditions of the Interconnection Agreement and any associated amendments, if applicable, between Sprint Communications Company and Qwest f/k/a U S WEST Communications, Inc., which was approved by the Commission on November 13, 2001, in Docket No. TC01-151. The filing also includes a Bill and Keep Amendment to the Interconnection Agreement between ICG and Qwest which adds terms, conditions and rates for Bill and Keep as set forth in Attachment 1 and Exhibit A, which is attached to the Amendment. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than May 28, 2002. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier  
Date Docketed: 05/07/02  
Initial Comments Due: 05/28/02

**TC02-046 In the Matter of the Filing for Approval of Transfer of Certificate of Authority from One Call Communications, Inc. to OCMC, Inc.**

On May 14, 2002, the Commission received an application to transfer the certificate of authority from One Call Communications, Inc. to OCMC, Inc. OCMC, Inc. purchased the assets of One Call Communications, Inc.'s operator services and long distance divisions.



## TELECOMMUNICATIONS

**TC02-044 In the Matter of the Application of NOW Communications of South Dakota, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications and Local Exchange Services in South Dakota.**

NOW Communications of South Dakota, Inc. is seeking a Certificate of Authority to provide interexchange and local exchange telecommunications services in South Dakota. NOW intends to offer services to residential customers with poor or no credit history who are often unable to obtain local exchange services from the ILEC. The applicant intends to provide interexchange service on a resale basis and local exchange service via resale and the purchase of local exchange carrier network elements (UNE).

Staff Analyst: Heather Forney  
Staff Attorney: Kelly Frazier  
Date Docketed: 05/10/02  
Intervention Deadline: 05/31/02

**TC02-045 In the Matter of the Filing for Approval of a Wireline Adoption Interconnection Agreement and Concurrent Amendment to the Agreement as it is Adopted between ICG Telecom Group, Inc. and Qwest Corporation.**

On May 7, 2002, the Commission received for approval a Filing of Wireline Adoption Interconnection and Concurrent Amendment to that Agreement as it is adopted between ICG Telecom Group, Inc. (ICG) and Qwest Corporation (Qwest). According to the parties, the Agreement is a negotiated agreement whereby ICG chooses to adopt, in its entirety, the terms and conditions of the Interconnection Agreement and any associated amendments, if applicable, between Sprint Communications Company and Qwest f/k/a U S WEST Communications, Inc., which was approved by the Commission on November 13, 2001, in Docket No. TC01-151. The filing also includes a Bill and Keep Amendment to the Interconnection Agreement between ICG and Qwest which adds terms, conditions and rates for Bill and Keep as set forth in Attachment 1 and Exhibit A, which is attached to the Amendment. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than May 28, 2002. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier  
Date Docketed: 05/07/02  
Initial Comments Due: 05/28/02

**TC02-046 In the Matter of the Filing for Approval of Transfer of Certificate of Authority from One Call Communications, Inc. to OCMC, Inc.**

On May 14, 2002, the Commission received an application to transfer the certificate of authority from One Call Communications, Inc. to OCMC, Inc. OCMC, Inc. purchased the assets of One Call Communications, Inc.'s operator services and long distance divisions.

OCMC will lease lines from Qwest, MCIWorldcom and Sprint. They will contract with operators to handle the calls and OCMC will handle the billing.

Staff Analyst: Michele Farris  
Staff Attorney: Kelly Frazier  
Date Docketed: 05/14/02  
Intervention Deadline: 05/31/02

**TC02-047 In the Matter of the Filing for Approval of Disaggregation of Federal Universal Service Support by Kennebec Telephone Company.**

On May 14, 2002, a proposed Universal Service Support Disaggregation plan was submitted by Kennebec Telephone Company (Kennebec) in accordance with 47 C.F.R. Section 54.315. Kennebec has selected Path 2 as described in Section 54.315(c).

Staff Analyst: Harlan Best  
Staff Attorney: Karen Cremer  
Date Docketed: 05/14/02  
Intervention Deadline: 05/31/02

**TC02-048 In the Matter of the Filing for Approval of Disaggregation of Federal Universal Service Support by Roberts County Telephone Cooperative Association.**

On May 14, 2002, a proposed Universal Service Support Disaggregation plan was submitted by Roberts County Telephone Cooperative Association (Roberts County) in accordance with 47 C.F.R. Section 54.315. Roberts County has selected Path 2 as described in Section 54.315(c).

Staff Analyst: Harlan Best  
Staff Attorney: Karen Cremer  
Date Docketed: 05/14/02  
Intervention Deadline: 05/31/02

**You may receive this listing and other PUC publications via our website or via internet e-mail.  
You may subscribe or unsubscribe to the PUC mailing lists at <http://www.state.sd.us/puc>**

LAW OFFICES  
MAY, ADAM, GERDES & THOMPSON LLP  
503 SOUTH PIERRE STREET  
P.O. BOX 160  
PIERRE, SOUTH DAKOTA 57501-0160  
SINCE 1881  
www.magt.com

THOMAS C. ADAM  
DAVID A. GERDES  
CHARLES M. THOMPSON  
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BRENT A. WILBUR  
TIMOTHY M. ENGEL  
MICHAEL F. SHAW  
NEIL FULTON  
BOBBI J. BENSON  
BRETT KOENECKE

May 14, 2002

RECEIVED

MAY 15 2002

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION  
OF COUNSEL  
WARREN W. MAY

GLENN W. MARTENS 1881-1963  
KARL GOLDSMITH 1885-1966

TELEPHONE  
605 224-8803

TELECOPIER  
605 224-6289

E-MAIL  
dag@magt.com

HAND DELIVERED

Debra Elofson  
Executive Secretary  
Public Utilities Commission  
500 East Capitol Avenue  
Pierre, South Dakota 57501

RE: OCMC, INC.  
Our file: 3939

Dear Debra:

Earlier I had delivered to you an original and ten copies of the Application to Transfer Certificate of Authority from One Call Communications, Inc. I forgot to enclose the appropriate filing fee, so enclosed with this letter you will find our check in the amount of \$250. Thank you.

Yours truly,

MAY, ADAM, GERDES & THOMPSON LLP

BY: 

DAG:mw

Enclosure

RECEIVED

MAY 15 2002

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

LAW OFFICE OF MAY, ADAM, GERDES & THOMPSON  
THOMAS C. ADAM -DAVID A. GERDES -CHARLES M. THOMPSON  
ROBERT B. ANDERSON -BRENT A. WILBUR  
TIMOTHY M. ENGEL -MICHAEL F. SHAW  
PIERRE, SD 57501


122927

DATE May 14, 2002 <sup>78-53</sup>/<sub>914</sub>

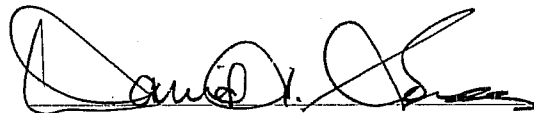
PAY TO THE ORDER OF South Dakota Public Utilities Commission

\$ 250.00

REGISTERED 250 DOLS 00 00  
8W28365

DOLLARS  Security Features Included. Details on Back.

 **BankWest**  
Pierre, South Dakota 57501  
605-224-0622



FOR \_\_\_\_\_  
⑈ 122927 ⑈ ⑈ 091400538 ⑈ 0063804870 ⑈

TC02-046

LAW OFFICES  
MAY, ADAM, GERDES & THOMPSON LLP  
503 SOUTH PIERRE STREET  
P.O. BOX 160  
PIERRE, SOUTH DAKOTA 57501-0160

THOMAS C. ADAM  
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May 14, 2002

OF COUNSEL  
WARREN W. MAY  
GLENN W. MARTENS 1881-1963  
KARL GOLDSMITH 1885-1966

TELEPHONE  
605 224-8803

TELECOPIER  
605 224-6289

E-MAIL  
dag@magt.com

**HAND DELIVERED**

Debra Elofson  
Executive Secretary  
Public Utilities Commission  
500 East Capitol Avenue  
Pierre, South Dakota 57501

**RECEIVED**

MAY 14 2002

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

**RE: OCMC, INC.**  
Our file: 3939

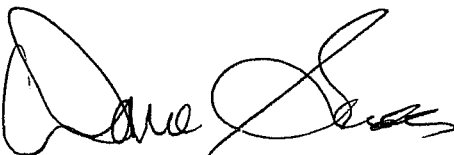
Dear Debra:

Enclosed are original and ten copies of the Application to Transfer Certificate of Authority from One Call Communications, Inc., which please file.

I am also enclosing an extra face page from the application. Please date stamp it, enter the docket number and return it to me in the enclosed self-addressed stamped envelope. Thank you.

Yours truly,

MAY, ADAM, GERDES & THOMPSON LLP

BY: 

DAG:mw

Enclosures

cc/enc: Ann C. Bernard

RECEIVED

MAY 14 2002

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

IN THE MATTER OF THE APPLICATION )  
 FOR APPROVAL OF THE TRANSFER OF )  
 THE CERTIFICATE OF AUTHORITY ) APPLICATION TO TRANSFER  
 FROM ONE CALL COMMUNICATIONS, ) CERTIFICATE OF AUTHORITY  
 INC., TO OCMC, INC. )

Pursuant to SDCL § 49-31-3 and ARSD 20:10:24:02 OCMC, Inc., applicant herein, petitions the Commission to approve the transfer of the Certificate of Authority of One Call Communications, Inc., to OCMC, Inc., as follows:

INTRODUCTION

One Call Communications, Inc., which included operator services, long distance and Internet was solely owned by Larry Dunigan. Mr. Dunigan sold the operator services and long distance divisions by way of an asset purchase to the current owners. The deal was a management buyout with investors. A new entity was created, OCMC, Inc., to purchase the assets of One Call Communications, Inc. One Call Communications, Inc. and OPTICOM will remain d/b/a's of OCMC, Inc. OCMC will be located at the same address with the same management. Mr. Dunigan retained the Internet portion of the business.

APPLICATION

OCMC applies for a transfer of authority, as follows:

- (1) The name, address, and telephone number of the applicant.

OCMC, Inc., 801 Congressional Boulevard, Carmel, Indiana, 46032, (317)843-1300.

- (2) The name under which the applicant will provide these services if different than in subdivision (1) of this section.

OCMC, Inc., may do business as any of the assumed names set forth on Exhibit 1.

- (3) If the applicant is a corporation:

- (a) The state in which it is incorporated, the date of incorporation, and a copy of its certificate of incorporation or, if it is an out-of-state corporation, a copy of its certificate of authority to transact business in South Dakota from the Secretary of State;

OCMC, Inc., is an Indiana corporation whose principal place of business is the address stated in paragraph (1). The corporation was incorporated on January 10, 2002. A copy of its Certificate of Authority to transact business in South Dakota is attached as Exhibit 2.

- (b) The location of its principal office, if any, in this state and the name and address of its current registered agent; and

Applicant has no office in South Dakota. Its registered agent is CT Corporation System, 319 South Coteau Street, Pierre, South Dakota, 57501, (605)224-5825.

- (c) The name and address of each corporation, association, partnership, cooperative, or individual holding a 20 percent or greater ownership or management interest in the applicant corporation and the amount and character of the ownership or management interest;

The name and address of each stockholder holding a 20 percent or greater ownership or management interest in the corporation is as follows:

Monument Capital Partners 2, L.P.  
111 Monument Circle, Floor 45  
Indianapolis, Indiana 46204  
55 percent of class A common shares

JV Partners 1, LLC  
417 Washington Street  
Columbus, Indiana 47201  
30 percent of Class A common shares

- (4) If the applicant is a partnership, the name, title, and business address of each partner, both general and limited;

Not applicable.

(5) A description of the telecommunications services the applicant intends to offer;

Interexchange telecommunications services and operator services.

(6) A detailed statement of the means by which the applicant will provide its services;

Applicant leases lines from Qwest, MCI WorldCom and Sprint. It contracts with operators to handle the calls and handles the billings. Applicant maintains rate sheets and tariff sheets.

(7) The geographic areas in which the services will be offered or a map describing the service area;

Applicant proposes to offer services in the entire state of South Dakota.

(8) Current financial statements of the applicant including a balance sheet, income statement, and cash flow statement; a copy of the applicant's latest annual report; a copy of the applicant's report to stockholders; and a copy of applicant's tariff with the terms and conditions of service;

Attached as Exhibit 3 is a copy of applicant's balance sheet as of January 31, 2002. Attached as Exhibit 4 is a copy of the applicant's income statement ending February 2002. Applicant's purchase occurred January 31, 2002. Thus, no annual report or report to the stockholders is available. Attached as Exhibit 5 is the company's tariff.

(9) The names, addresses, telephone number, fax number, E-mail address, and toll free number of the applicant's representatives to whom all inquiries must be made regarding complaints and regulatory matters and a description of how the applicant handles customer billings and customer service matters;

(a) Customer Service: Martha ("Meg") Miller, address in (1)  
Telephone: (800)788-4562  
Telefax: (800)732-9622  
E-mail: [meg.miller@oold.com](mailto:meg.miller@oold.com)



Customer billings and customer service matters are handled by looking at the type of call and the cost of the call. The company looks to see if the person has called in before. A determination is made as to whether a rate-capped state is involved. The applicant also looks at talk time, number of calls and duration of calls and operator type. If an adjustment is warranted, credit is given to the customer's bill using the LEC standards and codes.

(b) Regulatory: Ann C. Bernard, General Counsel and  
Assistant Secretary, address in (1)  
Telephone: (317)580-7276  
Telefax: (317)580-7471  
E-mail: [ann.bernard@ocld.com](mailto:ann.bernard@ocld.com)

(10) A list of the states in which the applicant is registered or certified to provide telecommunications services, whether the applicant has ever been denied registration or certification in any state and the reasons for any such denial, a statement as to whether or not the applicant is in good standing with the appropriate regulatory agency in the states where it is registered or certified, and a detailed explanation of why the applicant is not in good standing in a given state, if applicable;

See Exhibit 6 listing the applicant's state and federal licenses and permits.

(11) A description of how the applicant intends to market its services, its target market, whether the applicant engages in any multilevel marketing, and copies of any company brochures used to assist in the sale of services;

The company does not use multilevel marketing. It attends the APCC trade show and advertises in Perspectives and Phone Plus. It has two sales representatives. Also note, the pay phone industry is small so the company already knows who the players are.

(12) Cost support for rates shown in the company's tariff for all noncompetitive or emerging competitive services;

The company is not offering noncompetitive or emerging competitive services and asks for a waiver of the rule.

(13) Federal tax identification number;

26-0005926

(14) The number and nature of complaints filed against the applicant with any state or federal regulatory commission regarding the unauthorized switching of a customer's telecommunications provider and the act of charging customers for services that have not been ordered;

None.

(15) A written request for waiver of those rules the applicant believes to be inapplicable; and


Applicant requests a wavier of ARSD 20:10:24:01(12) for the reasons stated in paragraph (12) of this application.

(16) Other information requested by the commission needed to demonstrate that the applicant has sufficient technical, financial, and managerial capabilities to provide the interexchange services it intends to offer consistent with the requirements of this chapter and other applicable rules and laws.

As to the applicant's technical, financial and managerial capabilities, attached are Exhibits 7 and 8 dealing with the qualifications of its officers and its technical qualifications.

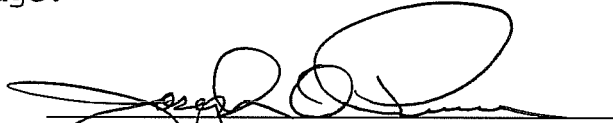
Dated this 9th day of April, 2002.

OCMC, INC.

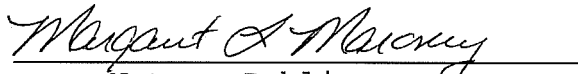
BY:   
Joseph A. Pence  
President and CEO

State of Indiana )  
County of Hamilton ) ss

Joseph A. Pence, being duly sworn on oath, deposes and says that he is the party above-named; that he has read the within instrument and knows the contents thereof, and that the same is true of his own knowledge.

  
Joseph A. Pence

Subscribed and sworn to before me this 9<sup>th</sup> day of ~~April~~ May, 2002.

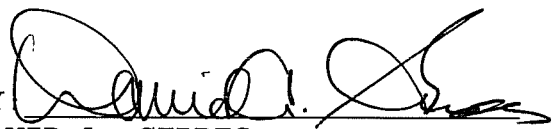
  
Notary Public

(SEAL)

Notary Print Name: Margaret L. Maroney  
My Commission Expires: July 20, 2009

Dated this 13<sup>th</sup> day of ~~April~~ MAY, 2002.

MAY, ADAM, GERDES & THOMPSON LLP

BY   
DAVID A. GERDES  
Attorneys for Applicant  
503 South Pierre Street  
P.O. Box 160  
Pierre, South Dakota 57501-0160  
Telephone: (605) 224-8803  
Telefax: (605) 224-6289

# **OCMC, Inc. Assumed Names**

**One Call Communications, Inc.**

**OPTICOM**

**1-800-MAX-SAVE**

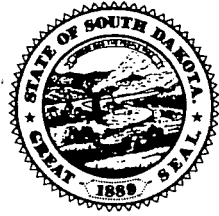
**AdvantTel**

**RegionTel**

**LiveTel**

**SuperTel**

# State of South Dakota



## OFFICE OF THE SECRETARY OF STATE

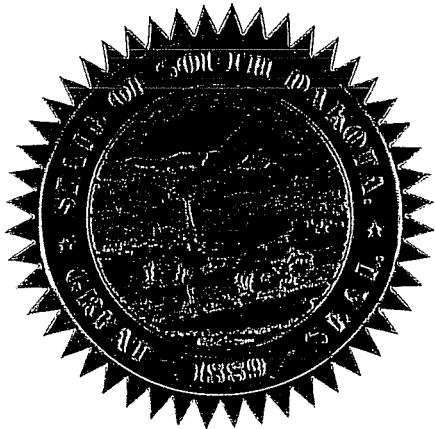
### Certificate of Authority

ORGANIZATIONAL ID #: FB026065

I, **JOYCE HAZELTINE**, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of **OCMC, INC. (IN)** to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Corporation Acts, have been received in this office and are found to conform to law.

**ACCORDINGLY** and by virtue of the authority vested in me by law, I hereby issue this Certificate of Authority and attach hereto a duplicate of the application to transact business in this state.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this March 19, 2002.



*Joyce Hazeltine*

Joyce Hazeltine  
Secretary of State



Secretary of State  
 State Capitol  
 500 E. Capitol Ave.  
 Pierre SD 57501  
 Phone 605-773-4845  
 Fax 605-773-4550

FILE NO. \_\_\_\_\_

RECEIPT NO. \_\_\_\_\_

RECEIVED  
 MAR 07 12  
 S.D. SEC. OF STATE  
 MAR 19 02

### Application for Certificate of Authority

Pursuant to the provisions of SDCL 47-8-7, the undersigned corporation hereby applies for a Certificate of Authority to transact business in the State of South Dakota and for that purpose submits the following statement:

(1) The name of the corporation is OCMC, Inc.  
(exact corporate name)

S.D. SEC. OF STATE

(2) If the name of the corporation does not contain the word "corporation", "company", "incorporated" or "limited" or does not contain an abbreviation of one of such words, then the name of the corporation with the word or abbreviation which it elects to add thereto for use in this state is \_\_\_\_\_

(3) State where incorporated Indiana Federal Taxpayer ID# 26-0005925

(4) The date of its incorporation is 01/10/2002 and the period of its duration, which may be perpetual, is Perpetual

(5) The address of its principal office in the state or country under the laws of which it is incorporated is 801 Congressional Boulevard, Carmel, Indiana Zip Code 46032  
 mailing address if different from above is: \_\_\_\_\_ Zip Code \_\_\_\_\_

(6) The street address, or a statement that there is no street address, of its proposed registered office in the State of South Dakota is c/o C T Corporation System, 319 S. Coteau Street, Pierre, South Dakota Zip Code 57501  
 and the name of its proposed registered agent in the State of South Dakota at that address is C T Corporation System

(7) The purposes which it proposes to pursue in the transaction of business in the State of South Dakota are: (state specific purpose)  
To engage in the telecommunications business.

(8) The names and respective addresses of its directors and officers are: **SEE ATTACHMENT**

Name	Officer Title	Street Address	City	State	Zip
Joseph A. Pence	President & CEO/Direct	801 Congressional Boulevard, Carmel, IN		IN	46032
Mark A. Speth	Treasurer & CFO	801 Congressional Boulevard, Carmel, IN		IN	46032
Larry S. Wechter	Secretary/Director	801 Congressional Boulevard, Carmel, IN		IN	46032
Ann C. Bernard	Assistant Secretary	801 Congressional Boulevard, Carmel, IN		IN	46032
Ramon L. Humke	Director	801 Congressional Boulevard, Carmel, IN		IN	46032

(9) The aggregate number of shares which it has authority to issue, itemized by classes, par value of shares, shares without par value, and series, if any, within a class is:

Number of shares	Class	Series	Par value per share or statement that shares are without par value
<u>11,500,000</u>	<u>Class A</u>	<u>None</u>	<u>\$0.00</u>
<u>500,000</u>	<u>Class B</u>	<u>None</u>	<u>\$0.00</u>

(10) The aggregate number of its issued shares, itemized by classes, par value of shares, shares without par value, and series, if any, within a class, is:

Number of shares	Class	Series	Par value per share or statement that shares are without par value
4,700,000	Class A	None	\$0.00
161,875	Class B	None	\$0.00

(11) The amount of its stated capital is \$ 4,700,000.00  
Shares issued times par value equals stated capital. In the case of no par value stock, stated capital is the consideration received for the issued shares.

(12) This application is accompanied by a CERTIFICATE OF FACT or a CERTIFICATE OF GOOD STANDING duly acknowledged by the Secretary of State or other officer having custody of corporate records in the state or country under whose laws it is incorporated.

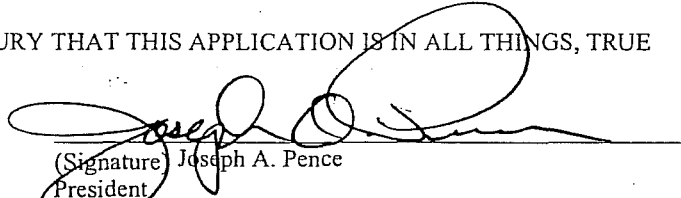
(13) That such corporation shall not directly or indirectly combine or make any contract with any incorporated company, foreign or domestic, through their stockholders or the trustees or assigns of such stockholders, or with any copartnership or association of persons, or in any manner whatever to fix the prices, limit the production or regulate the transportation of any product or commodity so as to prevent competition in such prices, production or transportation or to establish excessive prices therefor.

(14) That such corporation, as a consideration of its being permitted to begin or continue doing business within the State of South Dakota, will comply with all the laws of the said State with regard to foreign corporations.

The application must be signed, in the presence of a notary public, by the chairman of the board of directors, or by the president or by another officer.

I DECLARE AND AFFIRM UNDER THE PENALTY OF PERJURY THAT THIS APPLICATION IS IN ALL THINGS, TRUE AND CORRECT.

Dated March 1, 20 02

  
 (Signature) Joseph A. Pence  
 President  
 (Title)

STATE OF Indiana  
COUNTY OF Hamilton

I, Margaret L. Maroney, a notary public, do hereby certify that on this 1 day of March, 20 02, personally appeared before me Joseph A. Pence who, being by me first duly sworn, declared that he/she is the President of OCMC, Inc., that he/she signed the foregoing document as officer of the corporation, and the statements therein contained are true.

07/20/2009  
My Commission Expires

Margaret L. Maroney   
 (Notary Public)

Notarial Seal

\*\*\*\*\*  
The Consent of Appointment below must be signed by the registered agent listed in number six.  
\*\*\*\*\*

## Consent of Appointment by the Registered Agent

I, C T Corporation System, hereby give my consent to serve as the registered agent for OCMC, Inc.  
(name of registered agent)  
(corporate name)

Dated 3/5, 20 02

By: C T Corporation System  
(signature of registered agent)

The proper filing fee must accompany the application. Make checks payable to the Secretary of State.

### FEE SCHEDULE

Authorized capital stock of	25,000	or less	\$ 90
Over \$25,000 and not exceeding	100,000		110
Over \$100,000 and not exceeding	500,000		130
Over \$500,000 and not exceeding	1,000,000		150
Over \$1,000,000 and not exceeding	1,500,000		200
Over \$1,500,000 and not exceeding	2,000,000		250
Over \$2,000,000 and not exceeding	2,500,000		300
Over \$2,500,000 and not exceeding	3,000,000		350
Over \$3,000,000 and not exceeding	3,500,000		400
Over \$3,500,000 and not exceeding	4,000,000		450
Over \$4,000,000 and not exceeding	4,500,000		500
Over \$4,500,000 and not exceeding	5,000,000		550

For each additional \$500,000, \$40 in addition to \$550.

For purposes only of computing fees under this section, the dollar value of each authorized share having a par value shall be equal to par value and the value of each authorized share having no par value shall be equal to one hundred dollars per share. The maximum amount charged under this subdivision may not exceed sixteen thousand dollars.

### FILING INSTRUCTIONS:

The application must be signed, in the presence of a notary public, by the chairman of the board of directors, or its president, or any other officer. **One original and one photocopy of the application must be submitted.**

The application must be accompanied by an **original, currently dated, CERTIFICATE OF FACT** or a **CERTIFICATE OF GOOD STANDING** from the Secretary of State in the state where incorporated. A photocopy of a certificate is not acceptable. It should be dated within ninety (90) days of submitting it to our office.

South Dakota law requires every corporation to continuously maintain a resident of this state as the registered agent (number six on the application). The registered agent's address is considered the registered office address of the corporation in South Dakota. A complete street address must be listed for service of process.

The Consent of Registered Agent portion must be signed by the South Dakota registered agent.

Mail the application, certificate, and filing fee to the Secretary of State, Corporate Division, 500 E. Capitol Avenue, Pierre, SD 57501-5070. The duplicate and a Certificate of Authority will be returned for your records.



Attachment to South Dakota  
Application for Certificate of Authority  
**Officers & Directors**

---

1.	Full Name:	Kevin E. Sheehan
	Officer/Director:	Director
	Business Address:	801 Congressional Boulevard
	City:	Carmel
	State:	IN
	ZIP Code:	46032

**OCMC, Inc.**  
**Pro-Forma Balance Sheet/**  
**Allocation of Purchase Price**  
**January 31, 2002**

**Assets**

Accounts receivable	\$ 18,635,000
Allowance for Bad Debts	(1,047,000)
Inventory	10,000
Prepaid expenses	1,684,000
Nonrecurring service agreement	1,500,000
Deposits	11,000
Equipment	3,950,000
Furniture and fixtures	2,500,000
Leasehold improvements	1,300,000
Computer equipment	2,000,000
Computer programs	1,000,000
Five-year non-compete agreement	100,000
Brand Co.	1,000
Note receivable	73,000
License	700,000
Transaction Costs	589,776
Goodwill	<u>4,354,683</u>
<b>TOTAL ASSETS</b>	<b>\$ <u>37,361,459</u></b>

**Liabilities and Equity**

Accounts payable	\$ 4,700,000
Accrued nonrecurring service agreements	1,500,000
Contingent Liability	500,000
Revolving Credit Facility	8,861,459
Senior Term Note A	1,500,000
Senior Subordinated Notes	10,700,000
Junior Subordinated Note A	4,050,000
Junior Subordinated Note B	1,000,000
Common stock	<u>4,550,000</u>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$ <u>37,361,459</u></b>

**NOTES:**

Balance Sheet excludes certain transaction fees to be capitalized that will be paid post-closing

**OCMC**  
**INCOME STATEMENT**  
**CURRENT PERIOD: FEB 2002**

Currency USD

No specific COMPANY requested

	PTD-Actual Feb-02	Ratio	PTD-Budget Feb-02	Ratio	YTD-Actual Feb-02	Ratio	YTD-Budget Feb-02	Ratio
<b>REVENUE</b>								
0+ Bundled Revenue	5,736,611	85.49			5,736,611	85.49		
1+ Revenue	729,063	10.87			729,063	10.87		
Other Revenue	244,514	3.64			244,514	3.64		
<b>GROSS REVENUE</b>	<b>6,710,188</b>	<b>100</b>			<b>6,710,188</b>	<b>100</b>		
Customer Allowances	(397,179)	(5.92)			(397,179)	(5.92)		
<b>NET REVENUE</b>	<b>6,313,010</b>	<b>94.08</b>			<b>6,313,010</b>	<b>94.08</b>		
<b>COST OF SALES</b>								
Transmission Expenses	1,055,236	15.73			1,055,236	15.73		
PICC/USF Expenses	384,381	5.73			384,381	5.73		
Switch Expenses	3,155	0.05			3,155	0.05		
Depreciation Expenses	21,944	0.33			21,944	0.33		
Dialer Expenses	13,333	0.20			13,333	0.20		
Op. Service Expenses	739,330	11.02			739,330	11.02		
Other Cost of Sales Exp.	5,395	0.08			5,395	0.08		
<b>TOTAL COST OF SALES</b>	<b>2,222,773</b>	<b>54.34</b>			<b>2,222,773</b>	<b>54.34</b>		
<b>GROSS MARGIN</b>	<b>4,090,236</b>	<b>60.96</b>			<b>4,090,236</b>	<b>60.96</b>		
<b>SELLING EXPENSES</b>								
Sales Salaries & Commissions	2,809,687	41.87			2,809,687	41.87		
Advertising & Promotion	15,453	0.23			15,453	0.23		
<b>TOTAL SELLING EXPENSES</b>	<b>2,825,140</b>	<b>42.10</b>			<b>2,825,140</b>	<b>42.10</b>		
<b>GENERAL &amp; ADMIN EXPENSES</b>								
Bad Debt	451,337	6.73			451,337	6.73		
Computer Billing Charges	1,830	0.03			1,830	0.03		
Depreciation	171,302	2.55			171,302	2.55		
Dues and Subscriptions	8,422	0.13			8,422	0.13		
Fringe Benefits	1,480	0.02			1,480	0.02		
401 K Expense	2	0.00			2	0.00		
Insurance	46,738	0.70			46,738	0.70		
Interest Expense	163,060	2.43			163,060	2.43		
Legal and Acct. Fees	670	0.01			670	0.01		
License and Fees	29,284	0.44			29,284	0.44		
Management Fees	20,658	0.31			20,658	0.31		
Meals and Entertainment	9,338	0.14			9,338	0.14		
Misc. Office Services	39,375	0.59			39,375	0.59		
Office Supplies	7,222	0.11			7,222	0.11		
Other Taxes	3,777	0.06			3,777	0.06		
Payroll Taxes	52,936	0.79			52,936	0.79		
Postage	12,603	0.19			12,603	0.19		
Rent—Building	81,490	1.21			81,490	1.21		
Rent—Equipment	16,626	0.25			16,626	0.25		
Repair and Maintenance	13,154	0.20			13,154	0.20		

**OCMC**  
**INCOME STATEMENT**  
**CURRENT PERIOD: FEB 2002**

Currency USD

No specific COMPANY requested

	PTD-Actual Feb-02	Ratio	PTD-Budget Feb-02	Ratio	YTD-Actual Feb-02	Ratio	YTD-Budget Feb-02	Ratio
Salaries	261,828	3.90			261,828	3.90		
Telephone	15,460	0.23			15,460	0.23		
Travel	449	0.01			449	0.01		
Utilities	15,960	0.24			15,960	0.24		
<b>TOTAL GEN &amp; ADMIN EXPENSES</b>	<b>1,425,000</b>	<b>21.24</b>			<b>1,425,000</b>	<b>21.24</b>		
<b>TOTAL EXPENSES</b>	<b>4,250,140</b>	<b>63.34</b>			<b>4,250,140</b>	<b>63.34</b>		
<b>INCOME FROM OPERATIONS</b>	<b>(159,904)</b>	<b>(2.38)</b>			<b>(159,904)</b>	<b>(2.38)</b>		
Other Income								
Service Charges	8,323	0.12			8,323	0.12		
Interest Income	3,829	0.06			3,829	0.06		
Misc. Income								
<b>TOTAL OTHER REVENUE</b>	<b>12,152</b>	<b>0.18</b>			<b>12,152</b>	<b>0.18</b>		
<b>PRETAX INCOME</b>	<b>(147,751)</b>	<b>(2.20)</b>			<b>(147,751)</b>	<b>(2.20)</b>		
<b>NET INCOME</b>	<b>(147,751)</b>	<b>(2.20)</b>			<b>(147,751)</b>	<b>(2.20)</b>		
<b>EBITDA</b>	<b>196,402</b>	<b>n/m</b>			<b>196,402</b>	<b>n/m</b>		

**OCMC, INC.**

**Original Title**

**Page**

**South Dakota Public Utilities Commission Tariff NO.1**

**TARIFF APPLICABLE TO  
LONG DISTANCE SERVICES**

**OF**

**OCMC, INC.**

**D/B/A ONE CALL COMMUNICATIONS, INC.,  
OPTICOM, ADVANTTEL, REGIONTEL, LIVETEL,  
SUPERTEL AND 1-800-MAX-SAVE**

**ISSUED:**

**EFFECTIVE:**

**BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032**

**EXHIBIT 5**

OCMC, INC.

Original Sheet

No. 1

**South Dakota Public Utilities Commission Tariff NO.1**

**SOUTH DAKOTA TELECOMMUNICATIONS TARIFF**

This tariff contains the rules and regulations, service descriptions, and rates applicable to the furnishing of service and facilities for telecommunications services provided by OCMC, Inc. doing business as One Call Communications, Inc., OPTICOM, AdvantTel, LiveTel, SuperTel, RegionTel and 1-800-MAX-SAVE, with principal offices at 801 Congressional Blvd., Carmel, Indiana 46032. This tariff applies to services furnished within the state of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission and copies may be inspected, during normal business hours, at the Company's principal place of business.

**ISSUED:**

**EFFECTIVE:**

**BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032**

South Dakota Public Utilities Commission Tariff NO.1

CHECK SHEET

Sheets 1 through 67 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
2.1	Original
2.2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original

ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032

**ISSUED:**

**EFFECTIVE:**

**BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032**



2.1

South Dakota Public Utilities Commission Tariff NO.1

CHECK SHEET (Continued)

<u>SHEET</u>	<u>REVISION</u>
27	Original
28	Original
29	Original
30	Original
31	Original
32	Original
33	Original
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40	Original
41	Original
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43	Original
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46	Original
47	Original
48	Original
49	Original
50	Original
51	Original
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54	Original
55	Original
56	Original
57	Original

ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032

OCMC, INC.

Original Sheet No.

2.2

South Dakota Public Utilities Commission Tariff NO.1

CHECK SHEET (Continued)

<u>SHEET</u>	<u>REVISION</u>
58	Original
59	Original
60	Original
61	Original
62	Original
63	Original
64	Original
65	Original
66	Original
67	Original

ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032

OCMC, INC.

Original Sheet

No. 3

South Dakota Public Utilities Commission Tariff NO.1

TABLE OF CONTENTS

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Check Sheet.....	2
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Tariff Format.....	5
Application of Tariff.....	6
Section I- Technical Terms and Definitions.....	7
Section II- Rules and Regulations.....	12
Section III- Special Conditions Governing Operator Services.....	38
Section IV- Description of Service.....	46
Section V- Rates and Charges.....	56

ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032

South Dakota Public Utilities Commission Tariff NO.1

SYMBOLS

The following are the only symbols used for the purposes indicated below:

(C)- To signify changed regulation or rate (See Note Below)

(D)- To signify a deletion

(I)- To signify increase

(M)- To signify material relocated in the tariff

(N)- To signify new regulation or rate

(R)- To signify reduction

(T)- To signify a change in text but no change in regulation or rate

(S)- Reissued material

**NOTE:** When used in reference to a rate, the symbol (C) indicates that a changed rate will result in either an increase or a decrease for certain customers.

**ISSUED:**

**EFFECTIVE:**

**BY:** Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032

South Dakota Public Utilities Commission Tariff NO.1

SYMBOLS

The following are the only symbols used for the purposes indicated below:

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(S)- Reissued material

**NOTE:** When used in reference to a rate, the symbol (C) indicates that a changed rate will result in either an increase or a decrease for certain customers.

**ISSUED:**

**EFFECTIVE:**

**BY:** Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032

South Dakota Public Utilities Commission Tariff NO.1

TARIFF FORMAT

- A. Sheet Numbering Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially; however, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the S.D.P.U.C. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.
- C. Check Sheets When a tariff filing is made with the S.D.P.U.C., an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revisions. The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the S.D.P.U.C.

ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032

OCMC, INC.

Original Sheet

No. 6

South Dakota Public Utilities Commission Tariff NO.1

Application of Tariff

This tariff contains the descriptions, rules, regulations, rates, and charges applicable to interexchange carrier telecommunications and operator services offered by OCMC, Inc., doing business as One Call Communications, Inc., Opticom, AdvantTel, RegionTel, SuperTel, LiveTel and 1-800-MAX-SAVE, within the State of South Dakota.

ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032

South Dakota Public Utilities Commission Tariff NO.1

SECTION I-TECHNICAL TERMS AND DEFINITIONS

1. Account Number A numerical code, one or more of which is assigned to each Customer to enable each Customer to access the Company's service. Account Numbers are used by the Company both to prevent unauthorized access to its facilities and to identify the Customer for billing purposes.  
  
Each Customer is assigned an Account Number or Code. If a Customer wishes to have the charges on their monthly statement segregated in a particular way, they may do so by obtaining one or more Additional Account Code(s).
2. Access Line A dedicated arrangement which connects a customer location to Company terminal location or Company switching center.
3. Application for Service A standard Company order form which includes all pertinent billing, technical, and other description information which will enable Company to provide telecommunications services.
4. Authorized User A person, firm, corporation or other entity authorized by Company or customer to receive or send communications.
5. BOC Bell Operating Company.
6. Called Station Denotes the terminating point of a call (i.e., the called telephone number).
7. Calling Card Call A billing arrangement whereby a customer may charge a call to a valid calling card issued by a regulated local exchange company with whom the Company has billing and collection arrangements whether directly or indirectly through a billing arrangement.
8. Carrier Recognized Holidays Company recognizes the following holidays: Christmas Day (December 25), New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day, and Labor Day. The rate applicable is the

ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032



**Evening rate.**

**ISSUED:**

**EFFECTIVE:**

**BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032**

South Dakota Public Utilities Commission Tariff NO.1

SECTION I-TECHNICAL TERMS AND DEFINITIONS (Continued)

9. **Collect Call** A billing arrangement by which the charge for a call may be charged to the called station, provided the called station accepts responsibility for such charge when asked by the Company operator.
10. **Company** OCMC, Inc. also known as One Call Communications, Inc., Opticom, AdvantTel, LiveTel, SuperTel, RegionTel and 1-800-MAX-SAVE.
11. **Company Recognized Holidays** Company recognizes the following holidays: Christmas Day (December 25), New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day, and Labor Day. The rate applicable is the Evening Rate.
12. **Credit Card Call** A billing arrangement whereby a customer may charge a call to a valid commercial credit card.
13. **Customer** The person, firm, partnership, corporation or other entity which subscribes, orders or uses service(s) and is responsible for the payment of charges and compliance with tariff regulations.
14. **DS-1** A high digital communications service with a transmission rate of 1.544 million bits per second, or the equivalent of 24-voice channels transmitting at 64 thousand bits per second each.
15. **Dedicated Access** A special access line from customer premise to Local Exchange Company.
16. **End User** Any person, firm, partnership, corporation, or other entity whose furnished telecommunications services are under the provisions and regulations of Company's tariff. End User is typically a member of the transient public and, if so, does not negotiate directly with the Company for provisioning or termination of service.
17. **FGB Access** Feature Group B Access. 950-XXXX dialing procedures.

ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032

18. FGD Access Feature Group D Access. 10XXX dialing, one plus dialing procedures.

ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032

South Dakota Public Utilities Commission Tariff NO.1

SECTION I-TECHNICAL TERMS AND DEFINITIONS (Continued)

19. Installation The connection of a circuit, dedicated access line, or port for new or additional service.
20. Intrastate Call Any call which originates and terminates within the State of South Dakota.
21. LATA Local Access Transport Area.
22. Local Exchange Carrier A company which furnishes exchange telephone service.
23. Major Credit Card A universally accepted charge card. MasterCard, VISA, Diners Club, American Express, Carte Blanche, and Discover are examples of major credit cards.
24. NSC Network Switching Center.
25. Operator Station A call type other than person-to-person whereby the assistance of a Company operator is required to complete a call.
26. Operator Surcharge A fee that may be applied to calls which require the assistance of Company operator. This charge may vary depending upon the call type selected by the end user.
27. Person-to-Person A call type whereby the caller originating the call specifies to the Company operator a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.
28. POP A physical location within a LATA at which an Interexchange Company establishes itself for the purpose of obtaining LATA access and to which the BOC provides access.

ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032

**ISSUED:**

**EFFECTIVE:**

**BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032**

## South Dakota Public Utilities Commission Tariff NO.1

SECTION I-TECHNICAL TERMS AND DEFINITIONS (Continued)

29. **Premises** The space designated by a customer at its place(s) of business for termination of Company's service, whether for its own communications needs or for the use of its resale customers. In the case of a non-profit sharing group, this term includes space at each sharer's place(s) of business, as well as space at the customer's place of business.
30. **Processing Fee** A fee which Company may charge a Customer on a one-time basis to cover the cost of processing the Customer's initial service application and assigning Account Number(s) to the customer.
31. **Rate Center** A geographic location from which the vertical and horizontal coordinates are used in calculation of airline mileage.
32. **Rate Period** For all purposes of this tariff, the following rate period definitions shall apply:
- Day: 8:00 a.m. to 5:00 p.m.\*, Monday through Friday  
Evening: 5:00 p.m. to 11:00 p.m.\*, Sunday through Friday  
Night: 11:00 p.m. to 8:00 a.m.\*, all days; all day Saturday; 8:00 a.m. to 5:00 p.m.\* Sunday
- \*To but not inclusive.
33. **Registration Program** Part 68 of the FCC's Rules and Regulations which permits customer equipment to be directly connected to access facilities and circuits without the requirement for protective circuitry.
34. **Service Area** Refers to the entire State of South Dakota.
35. **Special Access** A special access line from customer premise to Local Exchange Company.
36. **Station** Any location from which long distance calls may be placed or

ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032

received.

37. Subscriber See definition of customer.

**ISSUED:**

**EFFECTIVE:**

**BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032**

South Dakota Public Utilities Commission Tariff NO.1

SECTION I-TECHNICAL TERMS AND DEFINITIONS (Continued)

38. Third Party Billed Call A billing arrangement by which the charges for a call are billed to a number that is different from the calling number and the called number; provided that the third party accepts responsibility for such charge when asked by the Company operator.
39. Volume Discount A pricing concept which rewards volume users.

ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032



South Dakota Public Utilities Commission Tariff NO.1

SECTION II-RULES AND REGULATIONS

1. Description of Service

- .01 For purposes of this tariff, the service provided by Company is the resale of intraLATA and interLATA interexchange telecommunications services and operator services within the State of South Dakota.
- .02 The facilities of the Company will be available as soon as practicable upon receipt of an order for company services. Interconnection of the Company's facilities with the facilities of other duly authorized and regulated communications common carriers, and with International Record Carriers ("IRC"), will be permitted.
- .03 The obligation of the Company to provide service is dependent upon its ability to procure and maintain facilities which are required to meet the subscriber's order for service. The Company will make all reasonable efforts to secure the necessary facilities and will amend its tariff accordingly, providing such new service will not adversely affect the Company's present services.
- .04 Company, when acting on the subscriber's request, and as subscriber's authorized agent, will make reasonable efforts to arrange for service requirements which may include terminal equipment, circuit conditioning, or connection access.
- .05 To use Company's service, the Customer accesses the Company's system, the Customer's phone number or security code or other billing type is verified and the call is processed.

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OCMC, Inc.  
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SECTION II-RULES AND REGULATIONS (Continued)

2. Application of Service

- .01 The Company requires a subscriber to sign an application form furnished by Company and to establish credit as provided in these Rules and Regulations, as a condition precedent to the initial establishment of such service. Company's acceptance of an order for service to be provided an applicant whose credit has not been duly established may be subject to the provision described in Section II-3, Deposits.

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OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032

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SECTION II-RULES AND REGULATIONS (Continued)

3. Deposits

- .01 Each applicant for service will be required to establish credit. Credit standing will be determined based on applicant's prior telephone bill payment history. Any applicant whose credit has not been duly established may be required to make a deposit to be held as a guarantee of payment of charges at the time of application. In addition, an existing subscriber may be required to make a deposit or increase a deposit presently held. 15 days notice will be given prior to the date such deposit is required.
- .02 A deposit is not to exceed the estimated charges for two (2) months service. If a deposit is required and no prior telephone utility service can be verified, said deposit will not exceed \$25. Deposit requirements will be determined in accordance with South Dakota Public Utilities Administrative Rules, Chapter 20.10.08.
- .03 A deposit will be returned:
  - .031 when an application for service has been cancelled prior to the establishment of service. The deposit will be applied to any charges applicable in accordance with the tariff and the excess portion of the deposit will be returned.
  - .032 at the end of twelve (12) months of a satisfactory credit history in accordance with South Dakota Public Utilities Commission Administrative Rule 20.10.08.12.
  - .033 or upon the discontinuance of service. The Company will refund the subscriber's deposit or the balance in excess of unpaid bills for the service.
- .04 The fact that a deposit has been made in no way relieves the

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BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032

**subscriber from complying with the regulations with respect to the prompt payment of bills on presentation.**

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**BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032**

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SECTION II-RULES AND REGULATIONS (Continued)

3. Deposits (Continued)

.05 Interest in the amount of 7% per annum will be paid on all deposits held by Company in accordance with South Dakota Public Utilities Commission Administrative Rule 20.10.08.10.

4. Use of Service

.01 Neither subscribers nor their authorized users may use the services furnished by Company for any unlawful purpose. Use and restoration of the service furnished by Company will be in accordance with the rules of the South Dakota Public Utilities Commission.

.02 The services offered herein may be used for one or more of the following:

.021 for the transmission of communications to or by the customer.

.022 for the transmission of communications to or from an authorized user or joint user.

.023 for the transmission of communications to or from subscriber of another common carrier, which has subscribed to Company's communications services for purposes of resale.

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OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032

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SECTION II-RULES AND REGULATIONS (Continued)

4. Use of Service (Continued)

.03 Service may be arranged for joint use or permitted use. The joint user or permitted user shall be permitted to use such service in the same manner as customer, but subject to the following:

.031 one joint user or permitted user must be designated as the subscriber. The designated subscriber does not necessarily have to have communications requirements of their own. The subscriber must specifically name all joint users or permitted users in the application for service. Orders which involve the start, rearrangement, or discontinuance of joint use or permitted use service will be accepted by Company only from that designated subscriber and will be subject to all regulations in this tariff.

.032 all charges for the service will be computed as if the service were to be billed to one subscriber. The joint user or authorized user which has been designated as the subscriber will be billed for all components of the service and will be responsible for all payments to Company. In the event that the designated customer fails to pay the Company, each joint user or authorized user shall be liable to the Company for all charges incurred as a result of its use of Company service.

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OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032

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SECTION II-RULES AND REGULATIONS (Continued)

4. Use of Service (Continued)

- .04 Service may be arranged for use by Other Common Carriers for the purposes of resale subject to the following:
  - .041 other Common Carriers will be responsible for charges, costs, etc., incurred by Company with respect to services as referenced in this tariff.
  - .042 other Common Carriers are responsible for all interaction and interface with their own subscribers or customers.
  - .043 other Common Carriers are required to register with the South Dakota Public Utilities Commission.
- .05 Service shall not be used for the following:
  - .051 for any unlawful purpose.
  - .052 for any purpose for which payment or other compensation is received by the customer, except when the customer is a duly permitted and regulated common carrier. This provision does not prohibit an arrangement between the customer, permitted user or joint user to share the cost of the service so long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.
- .06 When the Company's service is furnished or arranged for use for the purposes of resale, the customer will be responsible for charges, costs, etc., incurred by Company service(s) as well as interaction and interface with their own subscribers or customers.

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OCMC, Inc.  
801 Congressional Boulevard  
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SECTION II-RULES AND REGULATIONS (Continued)

5. Limitations

- .01 Service is offered, subject to the availability of the necessary facilities and/or equipment and subject to the provisions of the tariff. The Company reserves the right not to provide service to or from a Customer where the necessary facilities or equipment are not available.
- .02 Company reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- .03 Service may be discontinued by Company, without notice to the customer, by blocking traffic to certain cities or NXX exchanges or by blocking calls using certain customer authorization codes when Company deems it necessary to take such action to prevent unlawful use of its service. Company will restore service as soon as it can be provided without undue risk.
- .04 There are no limits on the number of calls placed or the length of individual calls.
- .05 Company restricts all 976 exchange calls.

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OCMC, Inc.  
801 Congressional Boulevard  
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SECTION II-RULES AND REGULATIONS (Continued)

6. Terms and Conditions

- .01 Service is provided and billed on the basis of a minimum period of at least one month, beginning on the date that billing becomes effective, and continues to be provided until cancelled, by the customer, in writing, with no less than thirty (30) days notice.
- .02 In the event a customer orders a Company option that does not require a monthly subscription fee, Company reserves the right to treat a period of non-use of not less than ninety (90) days as a cancellation and to discontinue furnishing service, without notice, after such ninety (90) day period.
- .03 Service is offered on a monthly basis, twenty-four (24) hours per day. It is also offered on a Metered Use basis.
- .04 For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- .05 The name(s) of the customer(s) desiring to use the service must be stipulated in the application for service.
- .06 The customer agrees to operate Company-provided equipment in accordance with instructions of Company or Company agents. Failure to do so will void Company liability for interruption of service and may make the customer responsible for damage to equipment pursuant to paragraph .07 below.
- .07 The customer agrees to return to Company all Company-provided equipment delivered to the customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the customer, normal wear and tear only excepted. The customer shall

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OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032

reimburse Company, upon demand, for any costs incurred by Company due to the customer's failure to comply with this provision.

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OCMC, Inc.  
801 Congressional Boulevard  
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SECTION II-RULES AND REGULATIONS (Continued)

7. Liability

- .01 The liability of Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service and not caused by the negligence of the customer or of Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur.
- .02 Company shall be indemnified and held harmless by the customer against:
  - .021 claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over Company's channels;
  - .022 patent infringement claims arising from combining or connecting Company furnished channels with apparatus and systems of the customer;
  - .023 all other claims arising out of any act or omission of the customer in connection with any service provided by Company.
- .03 Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- .04 When the facilities of other carriers are used in establishing connections to points not reached by the Company's facilities, the Company is not liable for any act or omission of the other carrier(s). The subscriber will indemnify and save harmless the Company from

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BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032

**any third-party claims for such damages referred to in Section II.**

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OCMC, Inc.  
801 Congressional Boulevard  
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South Dakota Public Utilities Commission Tariff NO.1

SECTION II-RULES AND REGULATIONS (Continued)

7. Liability (Continued)

- .05 Company does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment.
- .06 The customer indemnifies and holds Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such equipment so used.
- .07 Company is not liable for any defacement of, or damage to, the premises of a customer resulting from the furnishing of channel facilities or the attachment of instruments, apparatus and associated wiring furnished by Company on such customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of Company negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of Company.
- .08 The customer is responsible for taking all necessary legal steps for interconnecting customer-provided terminal equipment of communications systems with Company facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

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OCMC, Inc.  
801 Congressional Boulevard  
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SECTION II-RULES AND REGULATIONS (Continued)

7. Liability (Continued)

- .09 The customer shall ensure that equipment and/or system is properly interfaced with Company facilities, that the signals emitted into Company's network are of the proper mode, bandwidth, power, data speed, and signal level of the intended use of the customer and in compliance with the criteria set forth in this tariff and that the signals do not damage Company equipment, injure personnel or degrade service to other customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the customer fails to maintain and operate their equipment and/or system properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other customers, company may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, Company may, upon written notice, terminate the customer's service.
  
- .10 Company shall not be liable for any failure of performance due to causes beyond its reasonable control, including, but not limited to, acts of God, fires, meteorological phenomena, floods, or other catastrophes; national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppages or other labor difficulties, and any law, order, regulation or other action of any governing authority or agency thereof. WITH RESPECT TO THE SERVICES, MATERIALS, AND EQUIPMENT PROVIDED HEREUNDER, COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, NOT STATED IN THIS TARIFF AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

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OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032

**PARTICULAR PURPOSE.**

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OCMC, Inc.  
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SECTION II-RULES AND REGULATIONS (Continued)

7. Liability (Continued)

- .11 Company shall not be liable for:
  - .111 unlawful use or use by an unauthorized person of Company's facilities and services.
  - .112 any claim resulting from furnishing, installation, operation, maintenance, or removal of facilities at customer's premise(s).
  - .113 any claim arising out of a breach in the privacy or security of communications transmitted over Company facilities.
  - .114 changes in any of the facilities, operations, services or procedures of Company that render any facilities or services provided by subscriber obsolete, or require modification or alteration of such facilities or services, or otherwise affect their use or performance. Company will endeavor to advise customer on a timely basis of such change.
- .12 Subscriber shall indemnify and save Company harmless from any and all liability not expressly assumed by Company in Section II and arising in connection with the provision of service by Company to subscriber, and shall protect and defend Company from any suits or claims alleging such liability, and shall pay all expenses (including attorney(s) fees) and satisfy all judgments which may be incurred by or rendered against Company in connection therewith. Company shall notify subscriber of any such suit or claim against Company. Company reserves the right to participate in the defense of any such suit or claim.

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OCMC, Inc.  
801 Congressional Boulevard  
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SECTION II-RULES AND REGULATIONS (Continued)

7. Liability (Continued)

- .13 The liability of Company for any interruption or failure of service shall in no event exceed the credit allowance provided for herein. Company shall not be liable to subscriber or any authorized user for any loss or damage incurred by reason of or incidental to any delay or interruption of service, or for failure in or breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors or defects in transmission occurring in the course of furnishing service, except to the extent of such credit allowance, which shall constitute subscriber's sole and exclusive remedy hereunder.

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OCMC, Inc.  
801 Congressional Boulevard  
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SECTION II-RULES AND REGULATIONS (Continued)

8. Interconnection With Other Carriers

- .01 Service furnished by Company may be connected with services or facilities of another participating carrier. Such interconnection may be made at a Company terminal or entrance site, at a terminal of another participating carrier, or at the premises of a customer, joint user, or authorized user. Service furnished by Company is not part of a joint undertaking with such other carrier(s).
- .02 Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the customer's expense unless otherwise agreed upon. Upon customer request and acting as an authorized agent, Company will attempt to make the necessary arrangements for such interconnection.
- .03 Service furnished by Company may be connected with the facilities or services of other participating carrier's tariffs applicable to such connections.

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OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032

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SECTION II-RULES AND REGULATIONS (Continued)

9. Special Customer Arrangements

- .01 In cases where a customer requests special arrangements which may include engineering, installation, facilities, assembly, purchase or lease of facilities, and/or other special services not offered under this tariff, Company at its option, will provide the requested services. Appropriate recurring and/or non-recurring charges will be developed accordingly.

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OCMC, Inc.  
801 Congressional Boulevard  
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SECTION II-RULES AND REGULATIONS (Continued)

10. Change in Service Agreement

- .01 When a change in service arrangement involves the continued use by the customer of circuits furnished by Company, installation charges do not apply to the circuits continued in use. The minimum service period and monthly fees for the circuits continued in use is determined from the date of initial installation thereof.

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BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032

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SECTION II-RULES AND REGULATIONS (Continued)

11. Restoration of Service

- .01 The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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OCMC, Inc.  
801 Congressional Boulevard  
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SECTION II-RULES AND REGULATIONS (Continued)

12. Inspection

- .01 Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine that the requirements of this tariff are being complied with in the installation, operation, and/or maintenance of the customer or Company equipment. Company may interrupt the service at any time, without penalty to Company, because of departure from any of these requirements.

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OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032

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SECTION II-RULES AND REGULATIONS (Continued)

13. Testing and Adjusting

- .01 Upon reasonable notice, the circuits provided by Company shall be made available to Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition; no interruption allowance will be granted for the time during which such tests and adjustments are made.

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OCMC, Inc.  
801 Congressional Boulevard  
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SECTION II-RULES AND REGULATIONS (Continued)

14. Interruption of Service

- .01 It shall be the obligation of the subscriber to notify the Carrier of any interruption in service. Before giving such notice, the subscriber shall ascertain that the trouble is not being caused by any action or omission of the subscriber or is not in wiring or equipment, if any, furnished by the customer and connected to the Company's facilities.
- .02 For purposes of credit computation, every month shall be considered to have 720 hours. The amount of credit issued will be computed based on subscriber's average monthly billings for six (6) months prior to the issuance of credit. Credit computation for subscribers having less than six months' usage of Company's services will be based on average monthly billings incurred prior to issuance of credit or estimated monthly billings for new subscribers.
- .03 No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- .04 The use and restoration of service shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

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OCMC, Inc.  
801 Congressional Boulevard  
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SECTION II-RULES AND REGULATIONS (Continued)

15. Payment Arrangements

- .01 The customer is responsible for payment of all charges for services furnished. Charges for installation, physical or administrative changes, expedites, or cancellation of orders are payable upon completion. If, because of any such activity a non-Company carrier or supplier levies additional charges, these charges shall be passed through to the customer. Recurring charges are billed in advance.
- .02 For billing of fixed charges, service is considered to be established upon the day in which the Company notifies the subscriber of installation and testing of the subscriber's service.
- .03 Bills are payable upon receipt. Subscriber will be billed for all usage accrued beginning immediately upon access to the service. Commencing seventeen (17) days after rendition of the billing, it shall be considered past due and a late payment charge of one and one-half percent (1.5%) per month will be applied to the balance.
- .04 Applicants or customers whose financial condition is not acceptable to Company may be required at any time to make an advanced payment up to an amount equalling up to two months actual or estimated charges for the service to be provided.
- .05 A customer who discontinues service or whose service is cancelled by the Company and/or in accordance with sections of this tariff, and wishes to reinstate service, may be subject to a reconnection charge of an amount not to exceed twenty-five dollars (\$25.00).

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BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032

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SECTION II-RULES AND REGULATIONS (Continued)

15. Payment Arrangements (Continued)

- .06 The charges set forth in this tariff for circuit terminations contemplate installations made in normal locations and under normal working conditions. Any installations to be made under other circumstances are subject to additional charges, which will be tariffed as appropriate.
- .07 If notice of a dispute as to charges is not received, in writing, by Company within thirty (30) days after an invoice is rendered, such invoice shall be deemed to be correct and binding upon the customer.
- .08 A charge of no more than twenty dollars (\$20.00) will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.
- .09 Customers will be billed for and are liable for payment of all applicable federal, state, and local taxes, surcharges or other assessments including such amounts as Company may be authorized to pass through to the customer.
- .10 In certain instances, the customer may be subject to local telephone charges or message unit charges in using Company's service(s). Company is not responsible for any such local charges imposed directly on the customer by the local telephone company for gaining access to Company's intercity network.
- .11 A minimum monthly billing of two dollars and fifty cents (\$2.50) per month may be applied as an administrative service fee. The administrative charge will not apply to bills for operator services.

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OCMC, Inc.  
801 Congressional Boulevard  
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SECTION II-RULES AND REGULATIONS (Continued)

16. Customer Inquiries and Complaints

- .01 Customers wishing to inquire about services or billing may do so by telephone or in writing to the following:

One Call Communications, Inc.  
P.O. Box 3141  
Carmel, Indiana 46082  
(800) 676-7796

- .02 In the event that Company is unable to resolve a complaint to Customer's satisfaction, a complaint may be filed with the South Dakota Public Utilities Commission at the following address:

South Dakota Public Utilities Commission  
500 East Capitol  
Pierre, South Dakota 57501  
(605) 773-3201  
(800) 332-1782

17. Disconnection of Service

- .01 Customer must give advance verbal or written notice for disconnection of any Company service. Company will have up to thirty (30) days to complete disconnect. The subscriber will be responsible for all charges for thirty (30) days or until the disconnect is effected, whichever is sooner. This thirty (30) day period will begin on the day of receipt of notice from the subscriber.

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OCMC, Inc.  
801 Congressional Boulevard  
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SECTION II-RULES AND REGULATIONS (Continued)

18. Cancellation of Service by Customer

- .01 If a customer cancels an order for service before the service begins, before completion of the minimum period, or before completion of some other period mutually agreed upon by the customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by Company and not fully reimbursed by installation and monthly charges. If, based on an order by a customer, any installation has either begun or been completed, but no services provided, the nonrecoverable cost of such installation shall be borne by the customer.

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OCMC, Inc.  
801 Congressional Boulevard  
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SECTION II-RULES AND REGULATIONS (Continued)

19. Cancellation of Service by Company

- .01 The Company, by written notice to the subscriber or applicant, may immediately cancel the application for or discontinue service, after five (5) days' written notice, without incurring any liability for any of the following reasons:
  - .011 customer's failure to pay sum due the Company for service within forty-five (45) days of the date Company rendered its bill for such service.
  - .012 a violation of or failure to comply with any regulation governing the furnishing of service under this tariff.
  - .013 upon written notification, Company will discontinue furnishing service to a subscriber who has not used the service for a period of ninety (90) days and who appears, after investigation to have left the community or who advises Company that Company's service(s) is no longer desired and no longer desires to be carried as a customer.
  - .014 an order of a court or other government authority having jurisdiction which prohibits the Company from furnishing service.

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OCMC, Inc.  
801 Congressional Boulevard  
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SECTION II-RULES AND REGULATIONS (Continued)

20. 800/888 Service Numbers

- .01 The Company will make every effort to reserve "800/888" vanity numbers on behalf of customers, but makes no guarantee or warranty that the requested 800/888 number(s) will be available or assigned to the customer requesting the number.
- .02 If a customer accumulates undisputed past-due charges, the Company reserves the right not to honor the customer's request for a change in 800/888 service to another carrier (e.g., "porting" of the 800/888 number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.
- .03 800/888 numbers shared by more than one customer, whereby individual customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor customer requests for change in Resp Org or 800/888 service provider for 800/888 numbers dedicated to the sole use of that single number.
- .04 In all cases of assignment or transfer, written acknowledgement of the customer is required prior to such assignment or transfer. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.
- .05 The assignment of services does not relieve or discharge a customer from remaining jointly or severally liable for any obligations existing at the time of the assignment or transfer.

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OCMC, Inc.  
801 Congressional Boulevard  
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South Dakota Public Utilities Commission Tariff NO.1

**SECTION III-SPECIAL CONDITIONS GOVERNING OPERATOR SERVICES**

**1. Subscriber's Compliance with Regulations**

.01 Company states in all subscribing contracts and agreements that purchaser (subscriber) and its employees, brokers, agents, assigns, and successors shall at all times comply with and conform to all federal, state, and local rules and regulations including, but not limited to, rates, posting guidelines, alternate carrier access, and branding which are at any time applicable to any of the telecommunications services provided by Company to purchaser. The failure of purchaser to comply with and observe any rule or regulation or other regulatory requirement applicable to the telecommunication services to be provided by Company to purchaser shall constitute a default under the agreement. In the event that the purchaser fails to remedy such a default after receiving written notice of such default from Company or, in the event that such default cannot be reasonably corrected, does not proceed expeditiously and with due diligence to correct said default, Company may, at its option, terminate agreement. Purchaser shall indemnify, defend, and hold Company harmless of and from any and all claims, liabilities, fines, penalties, or other costs and expenses incurred or paid Company by reason of purchaser's failure to comply with any applicable rule, regulation, or other regulatory requirement applicable to the telecommunication services purchased by purchaser from Company.

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**SECTION III-SPECIAL CONDITIONS GOVERNING OPERATOR SERVICES**  
**(Continued)**

**2. Posting Requirements**

- .01 Company, federal, and state regulations require tent cards and/or stickers to be placed near or on telephone equipment used to access company's services with violators of provision subject to termination of service. These posting requirements apply to all pay telephones, hotel/motel room phones, hospital patient room phones and any other phones available to the transient public.**

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**SECTION III-SPECIAL CONDITIONS GOVERNING OPERATOR SERVICES**  
**(Continued)**

**3. Blocking and Interception Provisions**

- .01** Company forbids subscribers to block or intercept operator services of competing carriers. This provision does not pertain in situations where the customers who control premises equipment are also the users and bill-payers of Company's service.

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**SECTION III-SPECIAL CONDITIONS GOVERNING OPERATOR SERVICES**  
**(Continued)**

4. **Branding**

- .01 Dual branding is provided with all operator assisted calls. Branding is identifying the carrier the caller is using. Rates will be provided on request.

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**SECTION III-SPECIAL CONDITIONS GOVERNING OPERATOR SERVICES**  
**(Continued)**

**5. Call Splashing**

- .01** Calls transferred to other carriers will be rated and billed to reflect originating and terminating points of those calls; and where certain transfers cannot be made with this billing, the caller will be informed. In the event the caller wishes to terminate the call and replace with another carrier, Company will provide access instructions for the preferred carrier.

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**OCMC, Inc.**  
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**SECTION III-SPECIAL CONDITIONS GOVERNING OPERATOR SERVICES**  
**(Continued)**

**6. Payment and Billing**

- .01** The customer is responsible for payment of all tariffed rates and regulations in effect at the time the service is furnished. Usage charges are billed at the end of each customer's monthly billing cycle. Any other charges are billed monthly in advance. All charges are due when the bill is rendered. Residential customers may be permitted to pay all charges through automatic debits to a pre-approved credit card account.
- .02** Company's operator services billing and collection services are provided by third-party firms with whom Company contracts for such services. The third-party agents have billing agreements with all Regional Bell Operating Companies (RBOCs) and the major independent telephone operating companies. Company may, in certain situations, enter into separate billing agreements directly with RBOCs and major independent telephone operating companies. In the event an end user elects to pay via a major credit card, charges are billed via direct agreements between Company and the credit establishment indicated by the end user's major credit card.
- .03** The charge for each completed operator assisted call consists of two charge elements: fixed operator service charge, which will be dependent on the type of billing selected (i.e., calling card, charge third party or other) and/or the completion restriction selected (i.e., station-to-station or person-to-person); and a measured charge dependent on the duration, distance and time of day of the call. The measured element is specified as a rate per minute which applies to each minute of call duration, with a minimum charge for each call of one minute, and with fractional minutes of use thereafter counted as one full minute.

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**SECTION III-SPECIAL CONDITIONS GOVERNING OPERATOR SERVICES**  
**(Continued)**

**6. Payment and Billing (Continued)**

- .031 Charges for Collect, Calling Card, and Charge Third Party Calls will be included on the end user's or called or third party's regular home or business telephone bill pursuant to billing and collection agreements established by Company with the applicable telephone company.**
- .032 Charges for Credit Card Calls will be included on the end user's regular monthly statement from the card-issuing company.**
- .033 When requested by the end user, and authorized by the subscriber, the charges may be provided for inclusion on the hotel or motel bill of the user. In such cases, Company will provide a record of the call detail and charges to the hotel or motel for such billing purposes.**
- .04 Company reserves the right to validate worthiness of users through available credit card, calling card, called number, third party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or Company may refuse to place the call.**
- .05 When billing functions on behalf of Company are performed by local exchange telephone companies, credit card companies or others, the payment of charge conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.**

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SECTION III-SPECIAL CONDITIONS GOVERNING OPERATOR SERVICES  
(Continued)

6. Payment and Billing (Continued)

.06 Customers may receive credit adjustments up to an allowable amount for contested charges by contacting the billing agency whose number is shown on the customer's bill. Adjustments exceeding these allowances, if any, will be authorized after appropriate investigation. Credit card companies will credit the contested amount(s) and notify the Company for investigation and rebilling if appropriate.

.07 The following call types are at no charge to the customer:

Incomplete calls.

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SECTION IV- DESCRIPTION OF SERVICE

1. General Description of Service

- .01 For purposes of this tariff, the service provided by Company is the resale of long distance telecommunications services and operator services.
- .02 Company offers its services subject to the provisions of this tariff.
- .03 Company's services are offered to subscribers on a monthly basis.
- .04 Company's services are offered to subscribers twenty-four (24) hours a day.
- .05 All service shall remain in effect for a minimum of thirty (30) days.
- .06 Company offers its services subject to the availability of the necessary facilities and/or equipment. Company reserves the right to refuse to provide service to or from any location where the necessary facilities and/or equipment are not available.

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SECTION IV- DESCRIPTION OF SERVICE (Continued)

2. Call Completion

.01 Not more than one (1) call per one hundred (100) calls during a typical "busy hour" will receive a busy signal from the Company's terminal or experience any other service delay related to the Company's facilities or service. The Company is not responsible for delays or signal degradation caused by any phone company.

3. Emergency Calls

.01 By contract, Company requires subscribers to direct all 911 emergency calls to the appropriate emergency agency via the Local Exchange Carrier (LEC). Where there are no 911 centers in operation, 911 calls will be directed to the appropriate operator. Should a Company operator need to process an emergency call, the call will be immediately directed to the appropriate emergency agency by accessing the emergency number obtained from an on line database. The Company operator will remain on the line for further assistance through completion of the call.

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## South Dakota Public Utilities Commission Tariff NO.1

SECTION IV- DESCRIPTION OF SERVICE (Continued)4. Calculation of Charges and Distance

- .01 Chargeable time for calls will begin when connection is established between calling party and company switch. Chargeable time ends when the calling station "hangs up", thereby releasing the network connection. If the calling station does not hang up, chargeable time ends when the network connection is released by automatic timing equipment in the network.
- .02 Charges for Company's service(s) are based on the distance and duration of the call, monthly usage, and the rate period (Day, Evening, Night) when the call is placed.
- .03 Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. For the purpose of determining airline mileage, vertical and horizontal grid lines have been established across the United States and Canada. The spacing between adjacent vertical grid lines and between horizontal grid lines represents a distance of one coordinate unit. This unit is the square root of 0.1, expressed in statute miles. A vertical (V) and a horizontal (H) coordinate is computed for each local exchange company primary serving office and serving office from its latitude and longitude location by use of appropriate map-projection equations. A pair of V-H coordinates locates a primary serving office or serving office for determining airline mileage, at a particular intersection of an established vertical grid line with an established horizontal grid line. The distance between any two primary serving offices or serving offices is the airline mileage computed as follows:

$$\text{FORMULA: } \quad \sqrt{(V_1 - V_2)^2 + (H_1 - H_2)^2}$$

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## South Dakota Public Utilities Commission Tariff NO.1

SECTION IV- DESCRIPTION OF SERVICE (Continued)5. Service Offerings

- .01 Operator Services are those services provided by the Company in which the end user has a customer relationship with the Company, the Company contracts with the customer/end user to provide the services, and the customer/end user pays for the actual processing of the operator assisted calls; or Company's customer relationship is with a subscriber through a contractual agreement, and the end user has no direct customer relationship with the Company. The Operator Services rates and charges, located on Sheet No. 56-60, apply to all intraLATA, interLATA and local operator assisted calls.
- .02 Directory Assistance Company processes Directory Assistance/Information calls on a per call basis. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.
- .03 Special Promotions The Company may from time to time engage in special promotional trial service offerings of limited duration, [not to exceed ninety (90) days on a per customer basis, for non-optional, recurring charges], designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering. APPLICANT will obtain Commission approval prior to the effective date of such offerings.

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## South Dakota Public Utilities Commission Tariff NO.1

SECTION IV- DESCRIPTION OF SERVICE (Continued)5. Service Offerings (Continued)

- .04 Premiere Travel allows customers to place long distance calls from locations other than their presubscribed telephone. Access to the One Call Network is gained by dialing an 800/888 number. Calls are billed in six (6) second increments with a one (1) minute minimum. Cards are issued at no charge to the subscriber.
- .05 Protocall Ambassador allows customers to place long distance calls from locations other than their presubscribed telephone. Access to the One Call Network is gained by dialing an 800/888 number. Calls are billed in six (6) second increments with a thirty (30) second minimum. Cards are issued at no charge to the subscriber.
- .06 Travel America allows customers to place long distance calls from locations other than their presubscribed telephone. Access to the One Call Network is gained by dialing an 800/888 number. Calls are billed in six (6) second increments with a one (1) minute minimum. Cards are issued at no charge to the subscriber.
- .07 Compete USA is a basic MTS service designed for business customers in Bell Operating Company calling areas. Calls are billed in six (6) second increments with a six (6) second minimum.
- .08 Tier One is a basic MTS service for customers whose average monthly long distance usage exceeds \$1000. There is no installation charge or monthly fee for Tier One service. Calls are billed in six (6) second increments with a thirty (30) second minimum.
- .09 One Solution is a basic MTS service designed for business customers. Calls are billed in six (6) second increments with an eighteen (18) second minimum. This service requires a 24-month Agreement. There is a charge of \$750.00 if service is terminated early.

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SECTION IV- DESCRIPTION OF SERVICE (Continued)5. Service Offerings (Continued)

- .10 Home Link 800 is an inbound 800/888 service designed for residential customers. There is a \$5.00 monthly minimum for Home Link 800. Calls are billed in six (6) second increments with a thirty (30) second minimum.
- .11 Ultra 800 is an inbound 800/888 service designed for business customers whose average monthly long distance usage exceeds \$100. There is a \$5.00 monthly minimum for Ultra 800. Calls are billed in six (6) second increments with a thirty (30) second minimum.
- .12 Target 800 is an inbound 800/888 service designed for business customers whose average monthly long distance usage exceeds \$500. There is a \$5.00 monthly minimum for Target 800. Calls are billed in six (6) second increments with an eighteen (18) second minimum.
- .13 One Solution 800 is an inbound 800/888 service designed for business subscribers. There is a \$5.00 monthly minimum billing. Calls are billed in six (6) second increments with an eighteen (18) second minimum. This service requires a 24-month Agreement. There is a charge of \$750.00 if service is terminated early.
- .14 Ameritel 800 is an inbound 800/888 serviced designed for hospitality customers, such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$1500. There is a \$5.00 monthly minimum for Ameritel 800. Calls are billed in six (6) second increments with a thirty (30) second minimum.
- .15 Hospitality 800 is an inbound 800/888 service designed for hospitality customers, such as hotels/motels and condominiums. There is a \$5.00 monthly minimum for Hospitality 800. Calls are billed in six (6)

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**second increments with a thirty (30) second minimum.**

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SECTION IV- DESCRIPTION OF SERVICE (Continued)5. Service Offerings (Continued)

- .16 Hospitality Special 800 is an inbound 800/888 serviced designed for hospitality customers, such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$6500. There is a \$5.00 monthly minimum for Hospitality Special 800. Calls are billed in six (6) second increments with a thirty (30) second minimum.
- .17 Hospitality B is a basic MTS service for hospitality customers such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$50. There is no installation charge or monthly fee for Hospitality B service. Calls are billed in six (6) second increments with a thirty (30) second minimum.
- .18 Hospitality C is a basic MTS service for hospitality customers such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$100. There is no installation charge or monthly fee for Hospitality C service. Calls are billed in six (6) second increments with a thirty (30) second minimum.
- .19 Hospitality F is a basic MTS service for hospitality customers, such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$1000. There is no installation charge or monthly fee for Hospitality F service. Calls are billed in six (6) second increments with a thirty (30) second minimum.
- .20 Hospitality E is a basic MTS service for hospitality customers, such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$500. There is no installation charge or monthly fee for Hospitality E service. Calls are billed in six (6) second increments with a thirty (30) second minimum.

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SECTION IV- DESCRIPTION OF SERVICE (Continued)

5. Service Offerings (Continued)

- .21 Special K Domestic is a basic MTS service for hospitality customers, such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$5000. There is no installation charge or monthly fee for Special K Domestic service. Calls are billed in six (6) second increments with a six (6) second minimum.
- .22 Q-Guarantee is a basic MTS service for hospitality customers, such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$2500. There is no installation charge or monthly fee for Q-Guarantee service. Calls are billed in six (6) second increments with a thirty (30) second minimum.
- .23 Ameritel Outbound is a basic MTS service for hospitality customers, such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$1500. There is no installation charge or monthly fee for Ameritel Outbound service. Calls are billed in six (6) second increments with a thirty (30) second minimum.
- .24 Q-Guarantee III is a basic MTS service for hospitality customers, such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$7500. There is no installation charge or monthly fee for Q-Guarantee III service. Calls are billed in one (1) minute increments with a one (1) minute minimum.
- .25 Hospitality Special is a basic MTS service for hospitality customers, such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$6500. There is no installation charge or monthly fee for Hospitality Special service. Calls are billed in six (6) second increments with a thirty (30) second minimum.

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SECTION IV- DESCRIPTION OF SERVICE (Continued)

5. Service Offerings (continued)

- .26 Hospitality Special II is a basic MTS service for hospitality customers, such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$7000. There is no installation charge or monthly fee for Hospitality Special II service. Calls are billed in six (6) second increments with a six (6) second minimum.
  
- .27 Max Five is a basic MTS service for hospitality customers, such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$7500. There is no installation charge or monthly fee for Max Five service. Calls are billed in six (6) second increments with a thirty (30) second minimum.

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SECTION IV- DESCRIPTION OF SERVICE (Continued)

6. Special Arrangements

.01 Company may offer services under special contract service arrangements on an individual case basis.

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**SECTION V- RATES AND CHARGES**

**1. Operator Service Rates and Charges**

**.01 Rate Plan A**

Rate <u>Mileage</u>	Day	Evening/Night
	Minutes/Minutes <u>1-9 /10 &amp; Up</u>	Minutes/Minutes <u>1-9 /10 &amp; Up</u>
0-10	\$ .3100/.4600	\$ .2550/.4050
11-16	.3700/.5200	.3050/.4550
17-22	.3900/.5400	.3200/.4700
23-30	.4250/.5750	.3500/.5000
31-40	.4500/.6000	.3650/.5150
41-55	.4850/.6350	.3950/.5450
56-85	.5250/.6750	.4200/.5700
86-124	.5450/.6950	.4400/.5900
125-244	.5650/.7150	.4550/.6050
245-475	.5800/.7300	.4700/.6200

**Operator Surcharges - Plan A**

An operator service charge will be added to the first minute of each operator call in addition to the per minute rates set forth in .01 above.

	<u>Automated Operator</u>	<u>Live Operator</u>
Calling Card	\$2.51	\$2.51
Collect	\$4.81	\$4.81
Third Party		\$3.81
Person-to-Person (All Calls)		\$6.56

\* Minutes 1-9 are billed in three (3) minute increments. Minute 10 & up are billed in one (1)

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minute increments.

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SECTION V- RATES AND CHARGES (Continued)

1. Operator Service Rates and Charges (Continued)

.02 Rate Plan B

<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
\$ .8900/min.	\$ .8900/min.	\$ .8900/min.

Operator Service Charges - Plan B

An operator service charge will be added to the first minute of each operator call in addition to the per minute rates set forth above.

	<u>Automated Operator</u>	<u>Live Operator</u>
Calling Card	\$ 4.99	\$ 5.50
Collect	\$ 4.99	\$ 6.50
Third Party		\$ 9.99
Person-to-Person		\$ 9.99

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SECTION V- RATES AND CHARGES (Continued)

1. Operator Service Rates and Charges (Continued)

.03 Rate Plan C

<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
\$ .9500/min.	\$ .9500/min.	\$ .9500/min.

Operator Service Charges - Plan C

An operator service charge will be added to the first minute of each operator call in addition to the per minute rates set forth above.

	<u>Automated Operator</u>	<u>Live Operator</u>
Calling Card	\$ 5.47	\$ 7.20
Collect	\$ 5.60	\$ 7.30
Third Party		\$ 11.30
Person-to-Person		\$ 11.30

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SECTION V- RATES AND CHARGES (Continued)

1. Operator Service Rates and Charges (Continued)

.04 Rate Plan D

<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
\$ 1.20/min.	\$ 1.20/min.	\$ 1.20/min.

Operator Service Charges – Plan D

An operator service charge will be added to the first minute of each operator call in addition to the per minute rates set forth above.

	<u>Automated Operator</u>	<u>Live Operator</u>
Calling Card	\$ 6.90	\$ 8.45
Collect	\$ 7.40	\$ 8.60
Third Party		\$ 13.50
Person-to-Person		\$ 13.50

\* Minutes 1-7 are billed in 1 minute increments. Minutes 8+ are billed in 2 minute increments.

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SECTION V- RATES AND CHARGES (Continued)

1. Operator Service Rates and Charges (Continued)

.05 1-800-MAX-SAVE

Collect - Peak Rates\*

<u>Rate</u>	<u>Initial</u>	<u>Additional</u>
<u>Mileage</u>	<u>Minutes</u>	<u>Minutes</u>
All	\$ 0.3800	\$0.3800

Collect – Off-Peak Rates\*

<u>Rate</u>	<u>Initial</u>	<u>Additional</u>
<u>Mileage</u>	<u>Minute</u>	<u>Minutes</u>
All	\$ 0.0800	\$ 0.0800

Calling Card – All Time Periods

<u>Rate</u>	<u>Initial</u>	<u>Additional</u>
<u>Mileage</u>	<u>Minute</u>	<u>Minutes</u>
All	\$ 0.8900	\$ .8900

Operator Charges

Automated Calling Card	\$4.99
Live Calling Card	\$5.50
Automated Collect	\$2.99
Live Collect	\$3.95

\*Peak: 7am-8pm, Off-Peak: 8pm-7am. Collect calls are billed in three minute increments with a three minute minimum.

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SECTION V- RATES AND CHARGES (Continued)

1. Operator Service Rates and Charges (Continued)

.06 Operator Dialed Surcharge

In addition to the operator surcharges in Section V.1.01, an Operator Dialed Surcharge applies to Operator Station and Person-to-Person calls when the customer elects to dial only the appropriate operator code ("0", "00", "1010XXX") and requires prompting by the operator system to dial the called station or requests the operator to dial the called station.

Operator Dialed (0-) Surcharge \$1.15

.07 Public Payphone Surcharge

A Public Payphone Surcharge applies to all completed consumer intrastate long distance calls placed from a public/semi-public payphone which are not paid on a sent paid basis. Specifically, the Public Payphone Surcharge applies to calling card service, collect calls, calls billed to a third number, and intrastate Directory Assistance. The Public Payphone Surcharge is applied in addition to any other applicable Service Charges or Surcharges.

Public Payphone Surcharge: \$ 0.30 per call

.08 Provider Handling Fee

In addition to all other charges, set forth in Section V.1, a provider handling fee of no more than \$3.00 per billable call, may be added to all intrastate operator-assisted calls completed through Company.

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SECTION V- RATES AND CHARGES (Continued)1. Operator Service Rates and Charges (Continued).09 Non-Subscriber Service Charge

A service charge is applicable to interLATA Operator Station and Person-to-Person calls billed to lines presubscribed to an interexchange carrier other than OPTICOM or not presubscribed to any interexchange carrier. This charge is in addition to the per minute charges described in Section V.1 as well as any applicable service charges for operator handled calls. This charge does not apply to calling card calls, intraLATA calls or to lines presubscribed to OPTICOM.

Non-Subscriber Service Charge

\$1.50 per call

.10 Property Surcharge

In addition to all other charges, set forth on Sheet No. 56-59, a property surcharge of no more than \$3.00 per billable call, may be added to all intrastate operator-assisted calls completed through Company.

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SECTION V- RATES AND CHARGES (Continued)

2. Directory Assistance Charge

.01 Rate for in-state assistance \$1.49/call

.02 In addition to the Directory Assistance Charge, customers are charged the appropriate Operator Service Charges as specified in Section V.1 of this tariff. Person-to-person and collect calls to Directory Assistance are not permitted.

3. 800/888 Service Options and Fees

The following are one time charges:

.01 Limited Area Coverage \$ 150.00

.02 Extended Area Coverage \$ 50.00  
(including Alaska, Hawaii, the Virgin Islands and Puerto Rico)

.03 Re-direct to another line \$ 10.00 per  
800/888 number

.04 Administrative fee for 800/888 \$ 10.00 per  
ordered in excess of 10 800/888 number

4. PSP Surcharge

A surcharge applies on all completed intrastate toll-free and 101XXXX access code calls, including any 800/888 or travel card calls, originating from a pay telephone. This surcharge is applied in addition to any other applicable service charges or surcharges. The surcharge does not apply to: calls paid for by inserting coins at the pay telephone; calls placed from stations other than a pay telephone.

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**PSP Surcharge Rate**

**\$.26 per call**

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SECTION V- RATES AND CHARGES (Continued)

5. Premiere Travel

<u>Day</u> \$ .2000/min.	<u>Evening</u> \$ .2000/min	<u>Night</u> \$ .2000/min
Account Verification Charge:		N/A

6. Protocall Ambassador

<u>Day</u> \$ .3500/min.	<u>Evening</u> \$ .3500/min	<u>Night</u> \$ .3500/min
Account Verification Charge:		N/A

7. Travel America

<u>Day</u> \$ .2500/min.	<u>Evening</u> \$ .2100/min	<u>Night</u> \$ .1800/min
Account Verification Charge:		\$ .50 per call

ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032

South Dakota Public Utilities Commission Tariff NO.1

SECTION V- RATES AND CHARGES (Continued)

8. Ameritel 800

<u>Day</u> \$ .0890/min.	<u>Evening</u> \$ .0890/min	<u>Night</u> \$ .0890/min
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9. Hospitality 800

<u>Day</u> \$ .1310/min.	<u>Evening</u> \$ .1310/min	<u>Night</u> \$ .1310/min
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10. Hospitality Special 800

<u>Day</u> \$ .0550/min.	<u>Evening</u> \$ .0550/min	<u>Night</u> \$ .0550/min
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11. Home Link 800

<u>Day</u> \$ .2310/min.	<u>Evening</u> \$ .2310/min	<u>Night</u> \$ .2310/min
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12. Ultra 800

<u>Day</u> \$ .1550/min.	<u>Evening</u> \$ .1550/min	<u>Night</u> \$ .1550/min
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13. Target 800

<u>Day</u> \$ .1200/min.	<u>Evening</u> \$ .1200/min	<u>Night</u> \$ .1200/min
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14. One Solution 800

<u>Day</u>	<u>Evening</u>	<u>Night</u>
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ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
 OCMC, Inc.  
 801 Congressional Boulevard  
 Carmel, IN 46032

**\$.1010/min.**

**\$.1010/min**

**\$.1010/min**

**ISSUED:**

**EFFECTIVE:**

**BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032**

South Dakota Public Utilities Commission Tariff NO.1

SECTION V- RATES AND CHARGES (Continued)

15. Compete USA

<u>Day</u> \$ .0800/min.	<u>Evening</u> \$ .0800/min	<u>Night</u> \$ .0800/min
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16. Tier One

<u>Day</u> \$ .1400/min.	<u>Evening</u> \$ .1400/min	<u>Night</u> \$ .1400/min
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17. One Solution

<u>Day</u> \$ .1010/min.	<u>Evening</u> \$ .1010/min	<u>Night</u> \$ .1010/min
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18. Hospitality B

<u>Day</u> \$ .1250/min.	<u>Evening</u> \$ .1250/min	<u>Night</u> \$ .1250/min
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19. Hospitality C

<u>Day</u> \$ .1110/min.	<u>Evening</u> \$ .1110/min	<u>Night</u> \$ .1110/min
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20. Hospitality F

<u>Day</u> \$ .0800/min.	<u>Evening</u> \$ .0800/min	<u>Night</u> \$ .0800/min
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21. Hospitality E

ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
 OCMC, Inc.  
 801 Congressional Boulevard  
 Carmel, IN 46032



Day  
\$ .1010/min.

Evening  
\$ .1010/min

Night  
\$ .1010/min

**ISSUED:**

**EFFECTIVE:**

**BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032**

South Dakota Public Utilities Commission Tariff NO.1

SECTION V- RATES AND CHARGES (Continued)

22. Special K Domestic

<u>Day</u> \$ .0650/min.	<u>Evening</u> \$ .0650/min	<u>Night</u> \$ .0650/min
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23. Q-Guarantee

<u>Day</u> \$ .1017/min.	<u>Evening</u> \$ .1017/min	<u>Night</u> \$ .1017/min
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24. Ameritel Outbound

<u>Day</u> \$ .0890/min.	<u>Evening</u> \$ .0890/min	<u>Night</u> \$ .0890/min
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25. Q-Guarantee III

<u>Day</u> \$ .0490/min.	<u>Evening</u> \$ .0490/min	<u>Night</u> \$ .0490/min
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26. Hospitality Special

<u>Day</u> \$ .0550/min.	<u>Evening</u> \$ .0550/min	<u>Night</u> \$ .0550/min
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27. Hospitality Special II

<u>Day</u> \$ .0510/min.	<u>Evening</u> \$ .0510/min	<u>Night</u> \$ .0510/min
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28. Max Five

<u>Day</u>	<u>Evening</u>	<u>Night</u>
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ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
 OCMC, Inc.  
 801 Congressional Boulevard  
 Carmel, IN 46032

**\$ .0500/min.**

**\$ .0500/min**

**\$ .0500/min**

**ISSUED:**

**EFFECTIVE:**

**BY: Laura Clore, Regulatory Manager  
OCMC, Inc.  
801 Congressional Boulevard  
Carmel, IN 46032**

## Government Permits

### A. State Licenses and Permits

The following state licenses and permits were issued to One Call Communications, Inc.:

1. Alabama: Order Regarding Petition For a Permanent Extension of a Certificate of Public Convenience and Necessity Authorizing the Provision of 1+ and 0+ Resale Service, dated April 24, 1977; Issued by: Alabama Public Service Commission; Docket #21953.
  
2. Alaska: Order Approving Application for Registration, Accepting Tariff Filing, As Revised; And Requiring Filings, dated December 7, 1995; Issued by: Alaska Public Utilities Commission; Docket #U-95-37.
  
3. Arizona: Order Granting a Certificate of Convenience and Necessity to Provide Competitive Interlata/Intralata Resold Telecommunication Services Except Local Exchange Services, dated March 19, 1997; Issued by: Arizona Corporation Commission; Docket #U-2565-90-217.  
  
Order Regarding a Certificate of Convenience and Necessity to Operate as an Interexchange Telecommunications Resale Carrier and Operator Services Provider, dated December 14, 1998; Docket #T-02565A-90-0217.
  
4. Arkansas: Order Approving the Application for a Certificate of Public Convenience and Necessity to Operate as an Interexchange Telecommunications Resale Carrier and Operator Services Provider, dated February 11, 1992; Issued by: Arkansas Public Service Commission; Docket #91-304-U.
  
5. California: Opinion Approving The Application For a Certificate of Public Convenience And Necessity to Operate as an Operator Services Provider, dated November 13, 1990; Issued by: California Public Utilities Commission; Docket #90-05-010.

Interim Opinion Approving the Provision of Both Interlata and Intralata Services, dated April 22, 1993; Docket #I.92-04-008.

6. Colorado: Statement, Findings, and Conclusions Approving the Application for Certificate of Public Convenience and Necessity to Provide Intrastate Services, dated November 4, 1992; Issued by: Colorado Public Utilities Commission; Docket #92A-501T.
  
7. Connecticut: Decision Approving the Application for a Certificate of Public Convenience and Necessity to Provide Basic Long Distance Message Telecommunications Service, 1+ Dialing, Travel Card and 1-800 Type Services on an Intrastate Basis, dated July 10, 1996; Issued by: Connecticut Department of Public Utility Control; Docket #96-02-09.  
  
Decision Approving the Expansion of the Certificate of Public Convenience and Necessity, dated June 14, 2000; Docket #00-04-29.
  
8. Delaware: Order Approving the Application for a Certificate of Public Convenience and Necessity to Provide Intrastate Telecommunication Services for Public Use, dated November 24, 1992; Issued by: Delaware Public Service Commission; Docket #92-79-3522.
  
9. Florida: Order to Provide Telecommunications Service under Telephone Certificate of Public Convenience and Necessity, dated May 14, 1990; Issued by: Florida Public Service Commission; Docket #891244-TI.
  
10. Georgia: Order Approving Certificate of Public Convenience and Necessity to Provide Intrastate Interexchange Alternate Operator Services and Certificate of Public Convenience and Necessity to Resale Interexchange Telecommunication Services, dated October 9, 1992; Issued by: Georgia Public Service Commission; Certificate #020.
  
11. Hawaii: Decision and Order Approving a Certificate of Public Convenience and Necessity to Provide Intrastate Operator Services, dated December 22, 1995; Issued by: Hawaii Public Utilities Commission; Docket #94-0144.

12. Idaho: Letter, dated August 28, 1990, from One Call Communications, Inc. to Idaho Public Utilities Commission enclosing an application for authorization to operate as an interexchange telephone company providing operator services and as an alternate operator services provider. (Idaho is a notification only state.)
13. Illinois: Order Approving a Certificate of Interexchange Service Authority to Provide Interexchange Telecommunication Services and a Certificate of Service Authority to Provide for the Resale of Interexchange Telecommunication Services, dated February 18, 1987; Issued by: Illinois Commerce Commission; Docket #86-0491.
14. Indiana: Order Providing a Certificate of Territorial Authority to Provide Intrastate Alternative Operator Services. (Also issued to Telemarketing Communications of South Central Indiana and American Operator Services, Inc.), dated April 5, 1989; Issued by: Indiana Utility Regulatory Commission; Cause No. 38564.  
  
Certificate of Territorial Authority To Resell Local Exchange Telecommunications and Operator Services Within And Throughout the State of Indiana, dated January 23, 1997; Issued by: Indiana Utility Regulatory Commission; Cause No. 40675.
15. Iowa: Letter, dated August 29, 1991, from Iowa Utilities Board, filing TF-91-424 has been approved to become effective September 20, 1991.
16. Kansas: Order and Certificate Granting a Certificate of Public Convenience and Authority to Operate as an Operator Services Provider, dated December 20, 1993; Issued by: The State Corporation Commission of Kansas; Docket #187,062-U.
17. Kentucky: Order Granting Authority to Provide Intrastate Interlata Telecommunication Services, Including Intrastate Interlata Operator-assisted Services, dated October 16, 1990; Issued by: Commonwealth of Kentucky Public Service Commission; Case #90-171.
18. Louisiana: Letter, dated June 11, 1993, from Louisiana Public Service Commission, petition to provide operator services has been reviewed and found to be in compliance.

19. Maine: Authority Ordered to Provide Interexchange Service, dated October 28, 1992; Issued by: Maine Public Utilities Commission; Docket #91-325.
20. Maryland: AMA Application to Operate as a Reseller of Telecommunication Services and to Provide Operator Services, effective as of May 8, 1991; Issued by: Maryland Public Service Commission; #8, 5/8/91.
21. Massachusetts: Order for a Certificate of Public Convenience and Necessity to Provide Intrastate Telecommunication Services as a Resale, Value-added, or Interexchange Common Carrier, dated October 4, 1991; Issued by: Commonwealth of Massachusetts Department of Public Utilities; D.P.U. 91-325.
22. Michigan: Letter, dated January 19, 2001, from Michigan Public Service Commission, provides that registration is effective as of January 1, 2001 and will remain in effect for one year.
- Michigan Public Service Commission Operator Service Provider Registration, dated December 2001; registration effective for one year from January 1, 2002; no docket number.
23. Minnesota: Order for a Certificate of Public Convenience and Necessity to Operate as an Interexchange Telecommunications Resale Carrier and AOS Provider, dated May 16, 1994; Issued by: Minnesota Public Utilities Commission; Docket #P-999/CI-88-917.
24. Mississippi: Order for a Certificate of Public Convenience and Necessity to Operate as an Interexchange Telecommunications Resale Carrier, dated October 30, 1991; Issued by: Mississippi Public Service Commission; Docket #91-UA-0281.
- Order to Amend its Certificate of Public Convenience and necessity to Include Authority to Include Interlata Operator Services Authority, dated November 23, 1993; Docket #93-UA-0439.
- Order for a Certificate of Public Convenience and Necessity to Provide Intralata Telecommunication

Services, dated September 20, 1994; Docket #94-UA-0503.

25. Missouri: Order Granting a Certificate of Service Authority to Provide Intrastate, Interexchange Telecommunication Services, dated January 11, 1994; Issued by: Missouri Public Service Commission; Case #T0-94-58.
26. Montana: On-line form completed but not signed by Montana Public Service Commission.
27. Nebraska: Certificate of Public Convenience and Necessity to Operate as an Interexchange Telecommunications Provider, dated June 11, 1991; Issued by: Nebraska Public Service Commission; Application #C-884.
28. Nevada: Order Granting Certificate of Public Convenience and Necessity as Evidence of its Authority to Operate as an Operator Services Provider, dated July 10, 1990; Issued by: Public Service Commission of Nevada; Docket #90-482.
29. New Hampshire: Authorization to Provide Intralata Toll Services, dated September 7, 1994; Issued by: New Hampshire Public Utilities Commission; Order #21,346.
30. New Jersey: Alternate Operator Services (AOS) Letter of Acknowledgment, application accepted , dated April 2, 1990; Issued by: New Jersey Bell Telephone Company; relating to Docket #8112-1051, 823-242, 8211-1030, TT 8606688.
31. New Mexico: Order Granting a Certificate of Public Convenience and Necessity Permitting Authority to Provide Public Telecommunication Services, dated May 14, 1992; Issued by: New Mexico State Corporation Commission; Docket #91-251-TC.
32. New York: Order Issuing a Certificate of Public Convenience and Necessity to Operate as a Reseller of Telephone Services, dated June 18, 1990; Issued by: New York Public Service Commission; Case #90-C-0296.
33. North Carolina: Order for a Certificate of Public Convenience and Necessity to Provide Intrastate and Interexchange Telecommunication Services, dated September 30, 1993;



Issued by: North Carolina Utilities Commission; Docket #P-264, SUB 1.

Order Amending Certificate to Include an Intrastate Intralata Telecommunications and Operator Services, dated December 14, 1993; Docket #P-264, SUB 2.

34. North Dakota: Certificate of Registration as an Operator Service Provider, dated July 16, 1991; Issued by: North Dakota Public Service Commission; Case #Pu-586-91-386.
35. Ohio: Order Granting A Certificate of Public Convenience and Necessity to Provide Intrastate Interexchange Telecommunications Services, dated January 4, 1991; Issued by: Public Utilities Commission of Ohio; Case No. 89-1628-TP-ACT.
- Order Granting A Certificate of Public Convenience and Necessity #52 be Amended and Reissued Authorizing it to Provide Intrastate, Interexchange Telecommunication Services, dated July 18, 1991; Case #91-90-TP-AAC.
- Amended Certificate of Public Convenience and Necessity to Provide Competitive Telecommunication Services, dated May 23, 1997; Case #91-90-TP-AAC.
- Re-issued Certificate of Public Convenience and Necessity, dated October 2, 2001; Case #01-2475-CT-ZCN.
36. Oklahoma: Order Granting a Permanent Certificate of Public Convenience and Necessity, dated October 9, 1997; Issued by: Oklahoma Corporation Commission; Order #416723.
37. Oregon: Order Granting Authority to Provide Operated Assisted Telecommunication Services, dated January 9, 1991; Issued by: Oregon Public Utility Commission; Order #91-19.
38. Pennsylvania: Order Granting Certificate of Public Convenience, dated August 19, 1992; Issued by: Pennsylvania Public Utility Commission; #A-310031.
39. Puerto Rico: Orden Administrativa Sobre Certificacion Condicionada, dated May 4, 2001; Issued by: Junta Reglamentadora de

Telecomunicaciones de Puerto Rico; Case #JRT-2000-CER-0027.

40. Rhode Island: Order Granting Interim Certification as a Competitive Switchless Reseller, dated March 3, 1995; Docket No. 2262(G).
41. South Carolina: Order Granting Certificate of Public Convenience and Necessity, dated January 9, 1991; Issued by: The Public Service Commission of South Carolina; Docket #90-114-C.
42. South Dakota: Certificate of Authority To Conduct Business As A Telecommunications Company (granted to Opticom), dated December 10, 1991; Issued by: South Dakota Public Utilities Commission; Docket #TC91-090.
43. Tennessee: Agreed Order for Authority to Provide Operator Services and/or Resale Interexchange Services, dated February 21, 1997; Issued by: Tennessee Regulatory Authority; Docket #95-03035.
44. Texas: Letter, dated May 1, 1990, from One Call Communications, Inc. to Public Utility Commission, application for authority to provide intrastate and interlata and interstate intralata operator services, letter is dated stamped received.
45. Utah: Letter, dated September 7, 1990, from One Call Communications, Inc. to Public Service Commission, applying for ability to resell and provide operator services and interexchange long distance telecommunications date stamped received.
46. Vermont: Certificate of Public Good Intrastate Telecommunications Service, dated April 16, 1992; Issued by: Vermont Public Service Board; C.P.G.#97.
47. Virginia: Application for Registration As An Operator Services Provider, dated January 7, 2002; Filed with: State Corporation Commission.
48. Washington: Order Granting Petition for Reclassification of Competitive Telecommunications Company, dated September 10, 1992; Issued by: Washington Utilities and Transportation Commission; Docket #UT-920411.

49. West Virginia: Order Approving a Certificate of Public Convenience and Necessity to Operate as a Provider of Telecommunication Utility Service, dated November 26, 1991; Issued by: West Virginia Public Service Commission; Case #91-375-T-CN.
50. Wisconsin: Certificate of Authority, dated March 17, 1994; Issued by: Public Service Commission of Wisconsin; (no number).  
  
Continuation Certificate of Authority Alternative Telecommunications Utility - Reseller, dated April 21, 1999; Docket No. #05-TI-106.
51. Wyoming: Ordered Establishing Permanent Certificate of Authority to Provide Interexchange Telecommunications Reseller Services, dated March 29, 1995; Issued by: Public Service Commission of Wyoming; Docket #74018-TA-91-1.

**B. Federal Licenses and Permits**

1. Federal Communications Commission Wireless Telecommunications Bureau Radio Station Authorization, Call Sign WPLM268, File Number: 0000000115, Market Number: BTA135, Channel Block: B, Sub-Market Designator: O; Effective Date: June 8, 1998.
2. Federal Communications Commission Wireless Telecommunications Bureau Radio Station Authorization, Call Sign WPLM269, File Number: 0000000115, Market Number: BTA047, Channel Block: B, Sub-Market Designator: O; Effective Date: June 8, 1998.
3. Federal Communications Commission; Memorandum, Opinion, and Order; Adopted December 18, 1990; Released December 28, 1990; Issued in the Matter of Telemarketing Communications of South Central Indiana, Inc. d/b/a One Call Communications, Inc., and One Call Communications, Inc., File No. I-T-C-90-159-TC (Application for Authority to Assign International Resale Authorization of Telemarketing Communications of South Central Indiana, Inc. d/b/a One Call Communications, Inc.).
4. Class B Licence For the Provision of International Telecommunications Services, dated September 21, 1999; Issued by: Canadian Radio-television and Telecommunications Commission; Licence File #8190-021-01/99.

**OCMC, INC., d/b/a OPTICOM  
DIRECTORS AND OFFICERS**

**JOSEPH A. PENCE, PRESIDENT & CEO**, Mr. Pence has specialized in the telecommunications industry for over twenty years. During Mr. Pence's employment with ALLTEL of Hudson, Ohio, he held various positions including Sales Manager, Traffic and Network Engineer and General Manager. Thereafter, Mr. Pence accepted the responsibility of General Manager of an alternative long distance company in Detroit, Michigan. Mr. Pence joined One Call Communications in 1986. Mr. Pence has held various positions since his employment with One Call Communications including Regional Manager, Vice President, Executive Vice President and currently holds the responsibility of President & CEO, all of which provide One Call's management, departments and divisions with the knowledge and direction essential for success of the company.

**BRAD A. BENGE, EXECUTIVE VICE PRESIDENT**, Mr. Bengé's telecommunications career began in 1982 with Allnet as a Marketing Representative. Other positions held at Allnet were Senior Account Representative, Sales Manager and Branch Manager. Before his tenure at One Call Communications, Mr. Bengé was also employed by MCI as a National Account Sales Representative and with Compucom as National Sales of Billing and Network Design. In 1989, Mr. Bengé was hired by One Call Communications as the Director of Retail Sales. He has held various positions with the company including Assistant Vice President of Sales and Marketing, Vice President of Sales and Marketing, Senior Vice President and is currently Executive Vice President. He also serves as a Board Member of the American Public Communications Council (APCC).

**MARK A. SPETH, TREASURER & CHIEF FINANCIAL OFFICER**, Mr. Speth is a 1981 graduate from Brigham Young University with a BS in Micro Biology and a minor in Business. In 1996 Mr. Speth received his MBA from the University of Indianapolis; he was top scholar and graduated with honors. Mr. Speth has eight years of experience in the Telecom industry and an additional eighteen years in Accounting and Information Systems.

**ANN C. BERNARD, GENERAL COUNSEL & ASSISTANT SECRETARY**, Ms. Bernard holds a Juris Doctorate from Indiana University (1987) and a Bachelors of Arts (cum laude) in History and Political Science from Butler University (1984). Ms. Bernard was admitted to practice before the United States Supreme Court, the 7<sup>th</sup> Circuit Court of Appeals, the Northern and Southern Districts of Indiana and the Indiana Supreme Court. Ms. Bernard has over six years' experience in the Telecom industry.

**ROUNDELL L. HARRIS, JR., VICE PRESIDENT OF NETWORK OPERATIONS**, Mr. Harris attended Ball State University from 1978 to 1979. He then attended Indiana Vocational Technical College and completed their two-year digital electronics course. Mr. Harris began his employment with One Call in August of 1986. Mr. Harris is certified on the Harris 20/20 switch, as well as DSC (now Alcatel switch) and the DEX switch. He has also attended schools on Sonet, ATM, access ordering and provisioning. Mr. Harris is in charge of all network, switches and facilities for One Call and for supervising the employees that work in these areas.

**JOSEPH L. DURKEE, VICE PRESIDENT OF INFORMATION SERVICES**, Mr. Durkee is a 1987 graduate of Indiana State University with a major in Electronics and Computer Technology. From 1987 to 1990 Mr. Durkee worked for the United Student Aid Funds and was responsible for developing and maintaining 'C' programs which processed student loan applications. Mr. Durkee has over twelve years' experience in the telecommunications industry. He was first employed with One Call Communications in 1990 as a Programmer and Analyst. Mr. Durkee then proceeded to a Project Manager for the operator services division. Mr. Durkee is presently Vice President of Information Services and is responsible for maintaining a staff of qualified professionals to create and maintain systems to bill and outclear long distance telephone calls.

**OCMC, Inc., d/b/a One Call Communications, Inc.  
and d/b/a OPTICOM**

**TECHNICAL QUALIFICATIONS**

One Call's network technicians and systems specialists hold a multitude of degrees and certificates and are required to attend and pass numerous industry related courses, seminars and training classes specializing in the technical and engineering specifications on the standards of the industry architecture for the public switched phone network. In addition to switching and networking telephony curriculum, One Call's technicians and systems specialists attend courses and seminars pertaining to all forms and aspects of telecommunications, such as voice, data and video communications; voice, data and video processing; computer telephony programming and software interfacing; ordering and billing forums; and new, improved and upgraded technology introductions and deployments.