

DOCKET NO. _____

In the Matter of — IN THE MATTER OF THE
 APPLICATION OF CHOICE TELCO,
 LLC FOR A CERTIFICATE OF
 AUTHORITY TO PROVIDE
 I N T E R E X C H A N G E
 TELECOMMUNICATIONS SERVICES IN
 SOUTH DAKOTA

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
8/12/02	Filed and Docketed;
8/15/02	Public Hearing;
10/31/02	Order Granting COA;
10/31/02	Docket Closed.



RECEIVED

AUG 12 2002

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

6-28-02

Public Utilities Commission
Ms. Deb Elofson, Executive Director
500 East Capitol Avenue
Pierre, SD. 57501-5070

Dear Ms. Elofson,

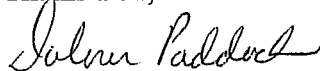
Pursuant to SDCL 49-31-3 applying to be an IXC in the state of South Dakota, I am providing the requested information with the enclosed Company's tariff and State certification papers:

1. Choice Telco, LLC
Bushnell On The Park
100 Wells Street
Hartford, CT. 06103
Ph: 866-249-7400 (toll free)
Fx: 860-249-3000
2. This is a Limited Liability Corporation with three equal Members:
R. Bartley Halloran, Geoffrey Rowntree and Joseph Sauer III address being
Bushnell On The Park 100 Wells Street Hartford, CT. 06103
3. Choice Telco, LLC will provide interexchange service, 800 service and calling card service to both residential and business customers through out the entire State of South Dakota.
4. Choice Telco, LLC will be a reseller, providing the service through Global Crossings and Sprint.
5. The Company will be offering their services Statewide.
6. A financial statement has been enclosed under a protective order, also enclosed is a copy of the tariff for the state of South Dakota. Also enclosed are resumes to show that the Company has sufficient technical 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.

7. Joseph Sauer III Bushnell On The Park 100 Wells Street, Hartford, CT. 06103 (866) 249-7400 (toll free) jsauer@choicetelco.com and Dolores Paddock Bushnell On The Park 100 Wells Street, Hartford, CT. 06103 (866) 249-7400 (toll free) dpaddock@choicetelco.com will be handling complaints and tariff questions and concerns. The fax number is (866) 249-3000, and regular phone number is (866) 249-2000.
8. Choice Telco, LLC. is registered and certified in FL,OH, PA, CT, RI, NY, NJ, MO, MS, and several other states. The company is in the process of becoming registered and certified throughout the entire United States, this will be completed within the next couple of months.
9. The CT. Fed ID # is 06-1615366.
10. There has never been a complaint of any type filed against Choice Telco, LLC.
11. At this time there is no specific marketing plan in place for the State of South Dakota specific to its residents.

If I can be of further assistance please call at 866-249-7400.

Thank You,



Dolores Paddock
Regulatory Manager

GEOFFREY ROWNTREE - received a Bachelor of Business Administration Degree from American International College, Springfield, Massachusetts in 1976 and joined Diebold Inc. at Canton, Ohio as a sales representative following graduation. he specialized in electronic banking products including networked automatic teller machines (ATM).

He then founded New England Business Interiors in 1984 and operated it until 1992. The company designed and built specialty electronic furniture and computer room control consoles in large corporations data processing operations centers.

Mr. Rowntree has been marketing consult since 1993 to major corporations including Coca-Cola.

In addition to his business activities, Mr. Rowntree was appointed to the State of Connecticut Judicial Review Council by the Governor of the State of Connecticut.

JOSEPH H. SAUER, III - holds a Bachelor of Science Degree in Electrical Engineering from Worcester Polytechnic Institute, Worcester, MA. He has experience in computer networking and telephone system installation and management. Mr. Sauer has managed a retail service organization in Connecticut (Pocono Marina Inc.) since 1982, and has been President of said corporation since 1987.

Mr. Sauer oversees all technical aspects of proposed services for Connecticut Bay Phone LLC. He manages purchasing and implementation of tools, equipment, and services. He defines company policies and customer service policies. Mr. Sauer is responsible for book and record keeping, reporting to outside agencies, and office management.

DOLORES PADDOCK - Dedicated Sales Director with over 30 years of telecommunications background. Significant experience in sales, managing, training and all aspects of customer service, contact and supervising sales people on a daily basis.

Experience

1996 - ~~2001~~ Connecticut Telephone Wallingford, CT
Sales Director

- Oversee outside account executives in all their job functions
- Train sales force on all new landline functions related to selling.
- Interact with customers and solve their individual problems and concerns.
- Assist account executives with appointments to help them close the sale of that client.
- Oversee the provisioning process of the orders.
- Attend meetings with other department heads when necessary.
- Interact with high maintenance accounts and go to their businesses to review their bills when needed.
- Discuss our long distance rates to maintain a profitable margin while also competitive rate in the long distance field.
- Review work problems with account executives when necessary and help find a solution.
- Participate in monthly meetings with the Vice President of Sales, other departments and the outside sales force.
- Participate in weekly meetings with the Vice President of Sales and outside account executives.
- Interact with the provisioning department concerning orders that the account executives deliver for the processing.
- Assist landline department with problems during a specific conversion and call the customer when necessary.
- Interact with the installation and repair department concerning a customer's problem, concern or need.
- Attend monthly meetings to update and review recent changes that need to be related to the sales force and other departments.

1996-1996 S.N.E.T. Co. New Haven, CT
Assistant Manger, training and development

- Trained new employees on computer screens related to customer service.
- Assisted in new training procedures.
- Assisted customer service representatives.

1969-1995 S.N.E.T. Co. North Haven, CT
Business and Residential Sales Representative

- Perform extensive customer service through direct linkage with SNET customers.

- Respond to request, investigate and resolve problems.
- Modify, remove or sell equipment and services.
- Interact with numerous large business customers to analyze their needs.
- Involved in all types of customer accounts and their concerns.

Awards/Achievements

- 1990 Top Seller in the Business Group in the sales of Fax machines
- Published in the SNET Marketing Bi-Annual Paper
- One of the top 15 sellers in the SNET Business Services receiving many NOVA awards consecutively over the past 20 years
- Top Seller Club numerous years
- Winner of multiple trips and prizes

Education

Southern Connecticut State University, New Haven, CT
University of New Haven, West Haven, CT
Mt. Ida Junior College, Newton, Ma

THOMAS P. SANFORD - holds a Bachelor of Arts Degree in Math from Western Connecticut State University, Danbury, CT. He has owned and managed a retail service organization in Connecticut (Pocono Marina Canvas Shop) since 1979.

Mr. Sanford organizes and participates in sales efforts of Company. He manages and implements maintenance policies and schedules. He oversees customer service policies, book and record keeping, and office management. He participates in technical aspects of proposed services.

John J. Pacowta, CPA
Principal
Nishball, Carp, Niedermeier, Pacowta & Co., P.C.

Phone: (203) 597-9400 - Fax (203) 753-4586 - e-mail: jpacowta@NCNP.com

EDUCATION

King's College, Bachelor of Science in Accounting, 1966

PUBLIC ACCOUNTING

Jack, with an excess of 30 years in public accounting experience, has had an extensive career in public accounting, including servicing as partner-in-charge of the Waterbury office of the international CPA and consulting firm of *Deloitte & Touche*. Jack's association with Nishball, Carp, Niedermeier, Pacowta & Co., P.C. is the result of a merger of Pacowta & Hubbard, LLP (Waterbury) into Nishball, Carp & Niedermeier, P.C. (Bridgeport) effective October 1, 1997.

COMMUNITY SERVICE

- * Waterbury Hospital, Inc.; Member of the Board of Trustees; Past Chairman
- * Greater Waterbury Health Network, Inc.; Trustee Past Chairman
- * The Connecticut Hospital Association; Member of the Board of Trustees; Past Chairman
- * Mattatuck Historical Society; Member of Investment Committee
- * Waterbury Chamber of Commerce; Director; Member of the Federal Affairs Committee

PROFESSIONAL ASSOCIATIONS

American Institute of Certified Public Accounts
Member of the Consulting Division
Connecticut Society of Certified Public Accountants
Connecticut Estate and Tax Planning Council, Past Director
American Academy & Medical Practice Analysts (AAMPA)
Charter Member

FIRM RESPONSIBILITIES

Specialization

Principal-in-charge of the Tax Department with over thirty years of diverse experience in corporate, partnership, and individual income tax law, with specific focus on strategic planning in areas of mergers, acquisitions, and business combinations.

Director of Healthcare Services for the Firm, including oversight for accounting, tax, and consulting services to physicians, health care institutions, and related organizations. He has previous experience with several companies in the broadcasting industry.

General

Principal-in-charge of the Waterbury Office and member of the Firm's Executive Committee with responsibilities for administrating firm-wide strategic policy. Maintains responsibility for banking relations, merger and acquisition activities, and specific client industry service sectors, including manufacturing, real estate, and healthcare.

State of South Dakota



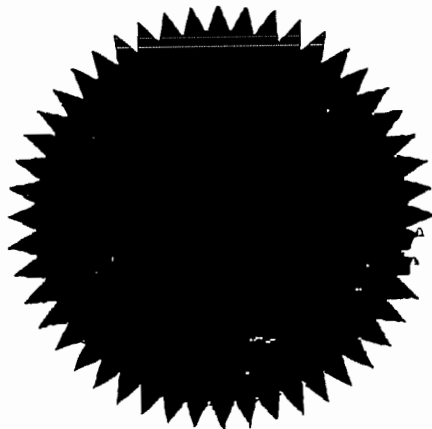
OFFICE OF THE SECRETARY OF STATE Certificate of Authority Limited Liability Company

ORGANIZATIONAL ID #: FL001343

I, **JOYCE HAZELTINE**, Secretary of State of the State of South Dakota, hereby certify that duplicate of the Application for a Certificate of Authority of **CHOICE TELCO, LLC (CT)** to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Limited Liability Company Act, 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 for certificate of authority.

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 July 31, 2002.



A handwritten signature in cursive script that reads "Joyce Hazeltine".

Joyce Hazeltine
Secretary of State

SECRETARY OF STATE
STATE CAPITOL
500 E. CAPITOL AVE.
PIERRE, S.D. 57501
(605)773-4845
FAX (605)773-4550

**CERTIFICATE OF AUTHORITY APPLICATION
OF A
FOREIGN LIMITED LIABILITY COMPANY**

RECEIVED

JUL 31 02

S.D. SEC. of STATE

1. The name of the foreign Limited Liability Company is: Choice Telco, LLC

2. The name of the state or country under whose law it is organized is: Connecticut

3. The street address of its principal office is: 100 Wells Street, Hartford, CT 06103-2506

4. The address of its initial designated office in South Dakota is:

503 South Pierre Street, Pierre, SD 57501

5. The name and street address of its initial agent for service of process in South Dakota is: Corporation. Service Company

503 South Pierre Street, Pierre, SD, 57501

6. The date of organization is: 3/16/01, and the period of duration is: perpetual

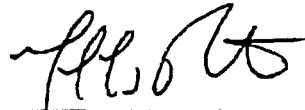
7. If the company is manager-managed, rather than member-managed, the name and address of each initial manager:
n/a

8. Whether one or more of the members of the company are to be liable for its debts and obligations under a provision similar to SDCL 47-34A-303 (c).

Geoffrey Rowntree, 40 Treborough Drive, West Hartford, CT 06117
R. Bartly Halloran, 172 Stoner Drive, West Hartford, CT 06107
Joseph Sauer III, 52 Skyline Drive, Brookfield, CT 06804

The application must be signed by a member if the company is a member-managed company or by a manager if its a manager-managed company.

Date: June 18, 2002



_____, Manager

(Signature and Title)

FILING INSTRUCTIONS:

- The application for authority must be accompanied by the first Annual Report.
- One original and one exact or conformed copy must be submitted.
- The application must be accompanied by an original, currently dated *Certificate of Good Standing or Existence* from the Secretary of State in the state where it is organized.

Exhibit A

First Annual Report of a Limited Liability Company

South Dakota

**Members
for
Choice Telco, LLC**

1. Joseph Sauer III, 52 Skyline Drive, Brookfield, CT 06804, SS#043-56-2401
2. R. Bartley Halloran, 172 Stoner Drive, West Hartford, CT 06107, SS#047-44-2754
3. Geoffrey Rowntree, 40 Treeborough Dr., West Hartford 06117, SS# 037-36-8199

SECRETARY OF STATE
STATE CAPITOL
500 E. CAPITOL AVE.
PIERRE, S.D. 57501
(605)773-4845
FAX (605)773-4550

FIRST ANNUAL REPORT
OF A
LIMITED LIABILITY COMPANY

RECEIVED
MAY 1 2002
S.D. SEC. of STATE

1. The name of the Limited Liability Company is: Choice Telco, LLC
2. The state or country under whose law it is organized is: Connecticut
3. The address of its registered office and the name of its registered agent for service of process in South Dakota is:
- Corporation Service Company
- 503 South Pierre Street
- Pierre, South Dakota 57501
4. The address of its principal office is: _____
- 100 Wells Street, Hartford, CT 06103
5. The names and business addresses of any managers:
- See attached Exhibit A.
6. The dollar amount of the total agreed contributions to the Limited Liability Company is \$ 1.00*

Date: July 15, 2002


(Signature and Title)

Geoffrey Rowntree, Member

* FILING FEE:

AGREED CONTRIBUTION	FEE
Not in excess of \$50,000	\$ 90
\$50,001 to \$100,000	\$150
In excess of \$100,000	\$150 for first \$100,000 plus \$.50 for each additional \$1,000

The maximum amount charged may not exceed sixteen thousand dollars (\$16,000.).

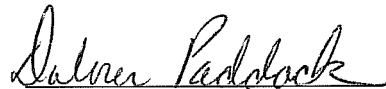
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AUG 12 2002

CERTIFICATION

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

This is to certify that as of this date Aug 6th, 2002, an original and 10 copies of the foregoing have been sent to the South Dakota Public Utilities Commission.



Notary Public

DOLORES C. PADDOCK
NOTARY PUBLIC
MY COMMISSION EXPIRES 3/31/07

July 23, 2002

Ms. Deb Elofson, Executive Director
Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501-5070

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AUG 12 2002

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Re: Choice Telco's Petition ...
REQUEST FOR CONFIDENTIALITY

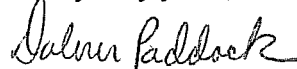
Dear Ms. Elofson,

I have enclosed herewith the Petition ... for Choice Telco, LLC ("Choice"). Additionally, I have enclosed a Motion for Protective Order and Protective Order which hereby requests confidentiality with respect to the entire document because it contains proprietary information related to the financial and business operations of Choice, the divulgence of which would bring harm to Choice and serve no public interest whatsoever.

Please date-stamp the extra copy of this cover letter and return it in the enclosed self-addressed, stamped envelope to acknowledge receipt.

If you have any questions or require additional information, please do not hesitate to contact me at (860) 249-2000.

Very truly yours,



Dolores Paddock
Regulatory Manager

STATE OF SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION

RECEIVED

AUG 12 2002

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

PETITION/APPLICATION OF)
CHOICE TELCO, LLC TO BECOME)
CERTIFIED AS AN INSTATE)
LONG DISTANCE CARRIER)

June 28, 2002

MOTION FOR PROTECTIVE ORDER

Choice Telco, LLC ("Company") respectfully moves the Public Utilities Commission (the "Commission") for an order to protect its Application to Become Certified as an Instate Long Distance Carrier provided to the Commission.

In particular, the response to the financials contain proprietary and confidential information, the disclosure of which could harm the Company and impede its future operations. Accordingly, the Company will suffer irreparable harm and will be substantially prejudiced if its response is not protected by the Department. Because the financials contain extremely sensitive, confidential and commercially valuable information, the Commission should limit access to the fewest number of people possible. Aside from the Commission, and any other appropriate governmental agencies, which shall be expressly precluded from disclosing or discussing any confidential information with other third parties, the Company requests that, with few exceptions, no third party be afforded access to any confidential information submitted hereunder. Furthermore, due to the fact that competitors of the Company might be the same parties viewing such extremely sensitive information, the Company requests that regarding

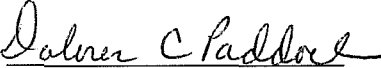
certain information only specified employees of a party or intervenor having no responsibility for strategic planning, product development, marketing, sales or pricing of products be allowed to view such information, and that such specified employees make a specific commitment not to disclose such information to any person who is not authorized to receive such information in accordance with the protective order.

Additionally, the Company requests as to certain confidential information that the protective order allow the Company the opportunity to prove on a case specific basis that certain information is so confidential and proprietary that access be limited solely to the Department.

For the above reasons, the Company respectfully moves that the Commission grant a Protective Order including the terms set forth in the attached proposed Protective Order.

Respectfully submitted,

Choice Telco, LLC

By: 
Dolores Paddock
Regulatory Manager
100 Wells Street
Hartford, CT 06103
(860) 249-2000

**STATE OF SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION**

PETITION/APPLICATION OF)
CHOICE TELCO, LLC TO BECOME)
CERTIFIED AS AN INSTATE)
LONG DISTANCE CARRIER)

June 28, 2002

PROTECTIVE ORDER

WHEREAS, Choice Telco, LLC (the "Company") is providing its Application to Become Certified as an Instate Long Distance Carrier to the South Dakota Public Utilities Commission ("the "Commission") and as directed by the Commission, to certain governmental agencies and/or specified employees of other parties and intervenors and/or to independent (unaffiliated) representatives of parties and intervenors, which contain data that would result in the disclosure of confidential and proprietary information, and which information the Company contends is extremely sensitive and commercially valuable information ("Confidential Information").

THEREFORE, IT IS HEREBY ORDERED, that the following procedure be adopted for the protection of the information provided by the Company:

1. Any Confidential Information provided by the Company, whether in documentary form or otherwise, identified as the Company's Application to Become Certified as an Instate Long Distance Carrier, ("Confidential Information") shall be governed by the terms of this Order. This Order is applicable to all such Confidential Information, whether in the form of documents, data, testimony, studies, or otherwise.

2. All Confidential Information made available pursuant to this Order shall be limited to the fewest number of people possible on an actual need to know basis and

should be given to the Commissioners and staff of the Commission, and any other required governmental agencies, upon the execution of a nondisclosure agreement. On occasion, the Company may request that certain Confidential Information be provided only to the Commission and will make a separate showing of need for such confidential treatment.

3. Upon determination of the Commission, certain Confidential Information shall be provided by the Company to:

(a) the independent (unaffiliated) representative of a party or intervenor upon such independent representative's execution of a nondisclosure agreement and agreement to abide by the terms of this Protective Order, including a commitment from such representative not to disclose such Confidential Information to the client; or

(b) certain specified employees of a party or intervenor having no responsibility for strategic planning, product development, marketing, sales or pricing of products, upon the execution of a nondisclosure agreement and agreement to abide by the terms of this Protective Order, including the commitment not to disclose such Confidential Information to any person who is not authorized to receive such Confidential Information in accordance with this Protective Order.

4. In requesting that certain information be filed under Protective Order, the Company shall state whether it is seeking to have disclosure limited to:

(a) the Commission and independent (unaffiliated) representatives of parties/intervenors in accordance with section 3(a); or

(b) the Commission and representatives of parties/intervenors in accordance with section 3(b).

The Company shall maintain a master list of the information that is being submitted in accordance with each level of protection, and shall provide, upon request, updates of such list to the Commission and to all parties and intervenors.

5. The Commission and each other recipient ("Authorized Recipient") of Confidential Information under this Protective Order agree to be bound by the terms of this Protective Order and shall not use or disclose the Confidential Information, except for purposes of this proceeding. Upon receipt of any Confidential Information under this Protective Order, the Commission and each Authorized Recipient shall maintain a written log of all individuals granted access to said Confidential Information. The Company may request, to review the written log(s) of all individuals granted access to said Confidential Information. All individuals granted access to the Confidential Information shall neither use nor disclose the Confidential Information for purposes of business or competition, or for any other purpose, other than the purpose of preparation for and conduct of this proceeding solely as contemplated herein and shall take all reasonable measures to maintain the Confidential Information secure in accordance with this Order.

6. Confidential Information will be marked as such and delivered in a sealed envelope to the South Dakota Public Utilities Commission and to each Authorized Recipient of the Confidential Information, and shall be marked "Proprietary and Confidential."

7. Any Confidential Information made available pursuant to this Order shall be part of the record in this proceeding, subject to the terms and conditions set forth in Sections 8 and 9 of this Order.

8. If the Confidential Information is used in any manner in any interrogatory, brief, or any other writing ("Document(s)"), all references to the Confidential Information in the Document(s) shall be either:

(a) in a separate document, marked "Proprietary Information", which shall be maintained in accordance with the Order and distributed only to the Commission and each Authorized Recipient of the Confidential Information, or

(b) solely by title or exhibit reference, in a manner reasonably calculated not to disclose the Confidential Information.

9. If the Confidential Information is used in any manner in any proceeding or hearing before the Commission, such proceeding or hearing shall not be held before, nor any record of it made available, to any party, intervenor, or any other person or entity not affiliated with the Commission or Authorized Recipient of such Confidential Information. No record shall be disclosed nor communication made of the Confidential Information at any time to any person or entity, other than the Department or any other person who is not an Authorized Recipient. Any transcript or other recording of the Confidential Information shall be placed in sealed envelopes or containers and a statement in the following form placed on such envelope or container:

"CONFIDENTIAL AND PROPRIETARY"

This envelope is not to be opened nor the contents thereof to be displayed or revealed except pursuant to the Protective Order issued regarding the "Application of Choice Telco, LLC to Become Certified as an Instate Long Distance Carrier."

10. Nothing herein shall be construed as a final determination that any of the Confidential Information will be admissible as substantive evidence in this proceeding or at any hearing or trial. Moreover, nothing herein shall be considered a waiver of any

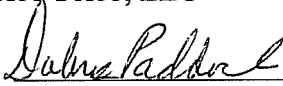
party's right to assert at a later date that the material is or is not proprietary or privileged. Confidential Information otherwise properly discovered, even though also subject to the terms of this Order, shall not be considered protected by this Protective Order.

11. Confidential Information made part of the record in this proceeding shall remain in the possession of the Commission. However, all other copies of such Confidential Information shall be returned to the Company ten (10) days after the appeal period has expired with respect to a final decision rendered in this proceeding.

12. All signatories to the nondisclosure agreement agree that money damages are an inadequate remedy for unauthorized disclosure of the Company's Confidential Information and further recognize that such unauthorized disclosure would result in irreparable harm to the Company. The Company shall be entitled to extraordinary remedies for unauthorized disclosure including temporary and/or permanent injunctions, as may be required to enforce the terms and conditions of this Protective Order.

Respectfully submitted,

Choice Telco, LLC

By: 
Dolores Paddock
Regulatory Manager
100 Wells Street
Hartford, CT 06103
(860) 249-2000

SOUTH DAKOTA PUBLIC UTILITIES
COMMISSION

DATED:

By: _____

NONDISCLOSURE AGREEMENT AND AGREEMENT TO BE
BOUND BY THE TERMS OF THE PROTECTIVE ORDER

The undersigned hereby acknowledges review of the Protective Order filed June 28, 2002, Application of Choice Telco, LLC to Become Certified as an Instate Long Distance Carrier, and hereby agrees to abide by the terms thereof in exchange for receipt of the Confidential Information from Choice Telco, LLC.

PARTY/INTERVENOR: _____

Recipient: _____
(Signature)

Print Name: _____

Check appropriate designation:

_____ Counsel Unaffiliated
_____ In-House _____ Unaffiliated _____ Consultant _____ Employee/Staff

June 28, 2002

AFFIDAVIT OF GEOFFREY ROWNTREE

My name is Geoffrey Rowntree. My business address is 100 Wells Street, Hartford, CT. I am a member of Choice Telco, LLC (the "Company"). I am familiar with the Application of Choice Telco, LLC to Become Certified as an Instate Long Distance Carrier, and familiar with the Company's Protective Order for its responses to a request for our financials in the above referenced proceeding. The disclosure of the information contained in the aforementioned responses for our financials would require the Company to reveal extremely proprietary and commercially valuable information of its financial strength and its business operations.

This information is so sensitive to the Company that even outside counsel or consultants to parties/intervenors should not be granted access to this information. The Company has used and continues to use its best efforts to maintain and keep this information from public disclosure. To the best of my knowledge, such information has not been disclosed or released to the public.

Accordingly, the Company requests that access to its responses to a copy of our financials be restricted to the Commission only, pursuant to Section 2 of the Protective Order.



Geoffrey Rowntree
Member

STATE OF CONNECTICUT)

) ss: Hartford

June 28, 2002

COUNTY OF HARTFORD)

Personally appeared Geoffrey Rowntree and made oath to the truth of the matters contained in this Affidavit before me.



Notary Public

Commission Expires: 3/31/2007

CONFIDENTIAL

1

**REGULATIONS AND RATES APPLICABLE TO PROVIDING
INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES**

IN THE

STATE OF SOUTH DAKOTA

FURNISHED BY:

CHOICE TELCO, L.L.C.

RECEIVED
AUG 12 2002
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

CHECK PAGE

All the pages of this tariff are effective as of the dates shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff.

PAGE REVISION

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CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS:

The entity utilizing and participating under this Tariff is:

Choice Telco, L.L.C.
100 Wells Street
Hartford, Connecticut 06103 (“Choice Telco” or the “Company”)

SYMBOLS

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

- D - Delete Or Discontinue
- I - Change Resulting In An Increase To A Customer’s Bill
- M - Moved From Another Tariff Location
- N - New
- R - Change Resulting In A Reduction To a Customer’s Bill
- T - Change In Text Or Regulation But No Change In Rate Or Charge

TARIFF FORMAT

- A. Page Numbers – Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page is added between 14 and 15 would be 14.1.
- B. Page Revision Numbers – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page versions on file with the South Dakota Public Utilities Commission . For example, the 4th revised page 14 cancels the 3rd revised page 14.
- C. Paragraph Numbering Sequence – There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1
 - 2.1.1
 - 2.1.1 (A)
 - 2.1.1 (A).1
 - 2.1.1 (A).1a
- D. Check Pages – When a tariff filing is made with the South Dakota Public Utilities Commission, an updated check page accompanies the tariff filing. The check page lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

SECTION 1 – DEFINITIONS AND ABBREVIATIONS**1.1 Definitions**

The following capitalized terms when used in this Tariff shall have the meanings ascribed to such terms below, except in such cases where it is expressly stated otherwise. Abbreviations for telecommunications terms contained below, to the extent not expressly defined, shall have such meanings as are common and customary within the telecommunications industry.

Applicant: Applicant is any entity or individual who applies to be, or applies on behalf of another to become, a Customer of Services under this Tariff. Any Applicant making an application for Service from the Company shall be deemed to have made a representation to the Company that such person has all requisite legal authority to act on behalf of the person for whom such application is made, and by making such application shall be liable for indemnifying and holding harmless the Company of and from any and all costs, expenses, and damages which the Company may suffer as a result of such representation being false or incorrect.

Business Customer: A Business Customer is a customer whose use of the Services is for a business, professional, occupational, institutional, non-profit, charitable, scientific, educational or social purpose.

Call Blocking: Call Blocking is a feature that enables the company to suspend a Customer's use of the Company's long distance services, other than 10XXX, 950, 911, 800, 888, 411 and operator assisted calls. Call Blocking may be implemented for non-payment as provided in Section 2.11.1. The Customer, when attempting to place a long distance call, will receive a recorded message indicating that normal long distance calling service has been interrupted and will furnish the Customer with a customer service 800 number to make arrangements for service restoration.

Certified Services: Certified Services means any telecommunications service, such as intrastate or local exchange service, which the Company from time to time is authorized by the South Dakota Public Utilities Commission to furnish within the State, or any part thereof, and is then being furnished by the Company.

Choice Telco: Choice Telco means the Company.

Company: Company means Choice Telco, L.L.C., a Connecticut limited liability company.

Customer: The Customer is a person or legal entity which subscribes to Service from the Company and thereby assumes responsibility and primary liability for the payment of charges and compliance with the terms, conditions and regulations of this Tariff.

Dedicated Access: If a Customer's station equipment or PBX has a direct station line or path to the network of the Underlying Carrier, it is considered Dedicated Access. When Dedicated Access is required to access the Company's services, the Customer is responsible for obtaining access. In telecommunications terminology, this is also referred to as special access.

Dedicated Services: Dedicated Services means Services utilizing Dedicated Access. Dedicated Services are available only under the Business Services Offering which is described in Section 6.1 of this Tariff.

DUC: DUC is an acronym for Designated Underlying Carrier. The Company may select from time to time, and change from and to, one or more Underlying Carriers for the purpose of furnishing Services to Customers on a resale basis. A Customer using Services shall be selecting the Company as its primary IXC.

Employees: The term employees refers to the employees of the Company, and all subsidiaries, affiliates, and any other groups designated by the Company from time to time.

InterLATA Call: An interLATA call is any call that originates in one LATA and terminates in a LATA different from the one from which the call originated.

IntraLATA Call: An intraLATA call is any call that originates and terminates within the same LATA.

IXC: IXC is an acronym for Interexchange Carrier.

LATA: LATA is an acronym for Local Access Transport Area which is a geographic area established for the provision and administration of communications service provided for in the Modification of Final Judgment and any further modification thereto.

LEC: LEC is an acronym for Local Exchange Carrier.

LOA: LOA means a "Letter of Agency." A Letter of Agency, for purposes of this Tariff, shall mean the Customer's election to select the Company as the Customer's primary interexchange carrier, and authorization for the Company to notify the Customer's then current designated interexchange carrier that the Customer has selected the Company as its primary carrier. LOA's shall contain, at minimum, the information and disclosures required by the FCC and South Dakota Public Utilities Commission from the time to time, at such time, together with such other information as contemplated hereunder. An LOA may constitute a Service Agreement if such LOA sets forth the applicable Plan to which the Customer is subscribing.

MATR: MATR stands for Minimum Average Time Requirement.

NXX: NXX is the first three digits of the Customer's telephone number. N is a number between 2 and 9, and X is a number between 0 and 9.

Plan: Plan means one or more Plans offered under the Residential Service Offering described in Section 5 of this Tariff or the Business Service Offering Plan described in Section 6 of this Tariff for which a Customer may be eligible for subscription. A Customer may be eligible for one or more Plans from time to time and it shall be the Customer's responsibility to select the Plan which is most appropriate for the Customer.

PBX: PBX is an acronym for Private Branch Exchange.

POP: POP is an acronym for Point-of-Presence and is the central office of the Underlying Carrier where the LEC hands off the traffic of the Company's Customers or where the Customer's access facility interconnects with the Underlying Carrier.

Service (or Services): Service means the IntraLATA interexchange Type-P Services being furnished by the Company under this Tariff. The term "services" without capitalization means any and all services offered by the Company, including the Services.

Service Agreement: Service Agreement means an agreement between the Customer and the Company pursuant to which the Customer subscribes for Services under a Plan under this Tariff. A Service Agreement, to be valid, shall be evidenced by a writing signed by the Customer (such as an LOA or other written agreement), or evidenced, if acceptance and agreement is orally communicated by the Customer over the telephone, by recording the conversation with the Customer and sending the Customer a written confirmation identifying the Plan to which the Customer subscribed and the applicable Service Rates under the Plan.

For each Customer, the Customer's Service Agreement shall be deemed a part of this Tariff.

Service Offerings: Service Offerings means the primary general offerings of Services being made by the Company. They are the Residential Service Offering and Business Service Offering. Within each general Offering there may be one or more Plans made available by the Company as described within this Tariff from time to time.

Service Rate: Service Rate means, with respect to any particular Customer, the specific usage sensitive rates for Services under a Plan subscribed to by the Customer under a Service Agreement.

State: State refers to the State of South Dakota.

Switched Access: If the Customer's location has a transmission line that is switched through the LEC to reach the network of the Underlying Carrier's POP, the access is switched.

Switches Services: Switched Services means Service utilizing a Switched Access basis. Switched Services are available under both the Residential Services Plan and Business Services Plan, which are described in Section 5 and Section 6 of this Tariff.

Type-N Service: Type-N Service is any telecommunications service which is furnished by the Company to the Customer utilizing in whole, or in part, network facilities or components which are owned or leased by the Company.

Type-P Service: Type-P Service is any Service which is furnished by the Company to the Customer through the means of resale of the services of an Underlying Carrier.

Underlying Carrier: Underlying Carrier refers to the interexchange carrier that provides the long distance services that the Company resells as Type-P Services.

SECTION 2 – RULES AND REGULATIONS**2.1 Undertaking of the Company**

2.1.1 This Tariff contains the description, regulations, and rates applicable to the offering of Type-P Intrastate intraLATA exchange and intrastate interLATA telecommunications services (the “Service”) offered by the Company through Underlying Carriers. The Company’s services are furnished for communications originating and terminating at points within the State under terms of this Tariff. The Company reserves the right to change or modify the Tariff from time to time, in its sole and absolute discretion, subject to The South Dakota Public Utilities Commissions approval.

2.1.2 This Tariff governs the provision of inbound and outbound intrastate interexchange telecommunication services, and other services relating thereto from time to time, within the State by means of resale of the services of Underlying Carriers. The Company’s services are provided on a monthly basis, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of facilities and the underlying wholesale services of the Underlying Carriers, and the terms and provisions of this Tariff.

2.2.2 Prior written permission from the Company is required before any assignment or transfer of Service by any Customer, which consent shall not be unreasonably withheld. All regulations, obligations and conditions contained in or created under this Tariff shall apply to all such permitted assignees, successors, transferees, executors or heirs, as well as all conditions for Service.

2.3 Liabilities of the Company

2.3.1 The company may terminate service:

- For non-payment of any sum due and owing to the Company in respect of any services (Certified or Non-Certified) furnished by the Company to the Customer in accordance with the provisions contained herein; or
- For insufficient or fraudulent billing information, invalid or unauthorized telephone numbers or prearranged account code numbers; or
- For any violation by a Customer related to the request for such Service of either the provisions of this Tariff or any applicable laws, rules, regulations, orders, or policies; or
- By reason of any order or decision of a court or other governmental authority which prohibits the Company from offering such Service; or

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- If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents or Services.
- 2.3.2** The Company shall have no liability to Customer or any other party for any failure of performance of the Services hereunder due to causes beyond its control, including, but not limited to:
- interruption in the operation or working of the DUC or Underlying Carrier's transmission facilities or systems, or any part thereof;
 - acts or omissions of the DUC or the Underlying Carrier;
 - any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority;
 - national emergencies, insurrections, riots, rebellions, civil disturbances, wars, strikes, lockouts, work stoppages, or other labor disputes and difficulties; or
 - notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment.
- 2.3.3** The liabilities of the Company to Customer and any other third party claiming by, through or under the Customer, for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of offering Service hereunder, or any other service offered in connection therewith, and not caused or contributed to by the negligence or intentional acts of the
- Customer shall in no event exceed the lesser of either (i) an amount equal to the portion of Customer's recurrent, non-usage sensitive charges incurred for the effected or interrupted service in the immediately preceding month, pro-rated for the number of days of service outage based on a thirty (30) day month, or (ii) the amount of \$100.
- 2.3.4** The Company is not liable for any act or omission of any other company or companies furnishing a portion of any Service.
- 2.3.5** The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the offering of Services when such defacement or damage is not the result of the Company's gross negligence. The Customer shall indemnify and hold harmless the Company from any claim of the owner of the Customer's premises or third party claims for such damages.
- 2.3.6** No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without

written authorization. The Customer will indemnify and hold harmless the Company from any claims of the owner of the Customer's premises or other third party claims for such damages.

2.3.7 The Company is not liable for any damages the Customer may incur as a result of the unlawful use or use by an unauthorized person of any services furnished by the Company.

2.3.8 Service is furnished subject to the conditions that there will be no abuse or fraudulent use of the Service, or any other services furnished in connection therewith. Abuse or fraudulent use of any service includes:

- The use of any service of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for service;

- The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain service by rearranging, tampering with or making connection with any service components of the Underlying Carrier, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the charges for such service;

- The use of any service of the Company for a message or messages, anonymous or otherwise if in a manner reasonably to be expected to frighten, abuse, torment, or harass another;

- The use of any service in such a manner as to interfere unreasonably with the use of any other service by one or more other customers;

- The use of any service to perpetrate or attempt to perpetrate, or aid or abet in the perpetration of, any criminal or unlawful act or activities.

2.3.9 The Company's liability shall be limited to that expressly assumed in Section 2.2 hereof. The Company shall not be liable for any other direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishings of, or interruption in, Service provided hereunder, absent a determination of willful misconduct by judicial or administrative proceedings. With respect to any Services provided hereunder, and any other services furnished from time to time by the Company to the Customer, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and fitness for a particular purpose.

2.4 Use of Service

2.4.1 The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under

this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth herein. The Customer shall not use nor permit others to use any Services of the Company in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.

2.4.2 The Services furnished by the Company may be arranged for joint use or authorized use. The joint user or authorized user shall be permitted to use such Service in the same manner as the Customer, but subject to the following:

(A) One joint user or authorized user must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all joint users or authorized users in the application for Service. Service orders which involve the start, rearrangement or discontinuance of joint use or authorized use Service will be accepted by the Company only from that customer and will be subject to all regulations of this Tariff.

(B) All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or authorized user which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. Each joint user or authorized user shall be jointly and severally liable to the Company for all charges incurred in respect of the Company's Service. Each joint or authorized user must submit to the designated Customer and the Company an executed original letter signed by the joint user accepting primary liability for all charges billed by the Company to the designated Customer for Services furnished. This letter may also specify the Customer's and joint user's respective obligations of repayment and contribution to the other, and rights of subrogation. The Customer and joint user shall be responsible for allocating charges among themselves, irrespective of whether such arrangement is specified in the authorization letter to the Company.

2.4.3 In addition to the other provisions in this Tariff, Customers reselling Company furnished Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between the Company and the Customers of either the Company or the Customer. Notwithstanding any other provision to the contrary under this Tariff, no Customer shall have the right to share on a for profit basis, or resell any services of the Company, other than the Services as provided for in Section 2.4.2 and except as otherwise required by applicable law.

2.4.4 Any service furnished by the Company, whether or not in conjunction with the Services, shall not be used for any unlawful or fraudulent purposes, including, but not limited to:

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- (A) use of electronic devices, invalid numbers, and false credit devices to avoid payment for Services contained in this Tariff either in whole or in part; and
- (B) to make calls which might reasonably be expected to frighten, abuse, torment, or harass another;
- (C) to engage in the transport, importation sale, possession or trafficking of any controlled substance or illicit goods, nor shall any service, including Services, be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a communications common carrier, a resale common carrier, an enhanced or electronic Service provider who has subscribed to the Company's Services. However, this provision does not preclude an agreement between the Customer, authorized user, or joint user to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement. Without limiting any other provision hereof, in no event shall any such resale or shared use of any service furnished to Customer create a partnership or joint venture between Customer, or any other user of the Services, and the Company, or otherwise create an agency relationship.

2.4.5 A Customer of the Company's In-Bound Services ("800 services") shall provide not less than the (10) business days notice prior to implementation of special advertising or other new promotions likely to stimulate usage.

2.4.6 If a Customer of the Company's 800 Services is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend 800 Service temporarily and/or deny requests for additional 800 Service.

The Company shall give the Customer 10 days written notice via certified U.S. Mail of intent to suspend or deny Service due to such non-compliance.

2.4.7 A Customer requesting 800 Service shall supply the following information when requesting Service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. A new traffic forecast shall be submitted quarterly after Service is initiated.

2.4.8 To the extent that the Customer is not subscribing to a Dedicated Access Service furnished by the Company, the Customer will be billed directly by the LEC or DUC for the Dedicated Access arrangements selected by the Customer for the provisioning of Dedicated Services set forth herein. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company may include such LEC or DUC on the bill to the customer, and impose a ten percent (10%) administrative surcharge for such rebilling and processing. In the event of any such rebilling arrangement for LEC or DUC Dedicated Access facilities, the Customer shall be primarily liable for the satisfaction of all obligations and payment of all charges imposed by such LEC or DUC. All payments will be made

directly to Choice Telco by the customer. Nothing herein shall obligate the Company to advance any funds, make any deposits, or otherwise pay from its own funds any direct access facilities charges on behalf of the Customer.

2.5 Obligation of the Customer

2.5.1. The Company shall be indemnified and held harmless by the Customer against:

- Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Company;
- Violation of any other literary, intellectual, artistic, dramatic, or musical right;
- Violations of the right to privacy;
- Claims of patent infringement arising from combining or connecting Company's facilities or the facilities of the Underlying Carrier with apparatus and systems of the Customer;
- All lost or stolen calling cards except as described in Section 2.6;
- Any other rights whatsoever relating to or arising from message content or the transmission thereof;
- All other claims arising out of any act or omission of the Customer in connection with any service provided by the Company or any other provider;
- Any claims of any person or entity arising out of the use of any service as an instrumentality, in whole or in part, in the conduct or attempted conduct of any crime or unlawful act.

2.5.2 The Customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the South Dakota Public Utilities Commission. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in a tariff. Any such line item charges will be reflected in the company's tariff. The company shall not assess separately any taxes, fees or surcharges, other than government-approved sales taxes imposed directly on the end users, without seeking Commission approval under the appropriate local competition procedures required by the Commission. The company shall comply with Commission procedures by sending notice to all customers informing them of the new line item charges.

2.5.3. The Company shall not be liable by the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the

Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. In the event that the Customer is not satisfied with the Company's resolution of any dispute, the Customer may make application to the South Dakota Public Utilities Commission for review and disposition of the matter. The address is **Capitol Building 1st Floor 500 East Capitol Avenue, Pierre, SD 57501-5070.**

- 2.5.4.** The Company's failure to provide or maintain Services under this Tariff shall be excused by the Customer for all circumstances beyond the Company's reasonable control.
- 2.5.5** The Customer shall indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Section 2.3 and arising in connection with the provision of Service to the Customer, and shall protect and defend the Company from any suits or claims alleging such liability, and shall pay all expenses (including reasonable attorneys' fees) and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith.

2.6 Lost Or Stolen Calling Cards Or Authorization Codes

The Customer is responsible for all charges including all calls placed by use of Customer's assigned authorization or calling card code(s). Upon knowledge of facts which would alert a reasonable person to the possibility that an unauthorized person is using Customer's authorization or calling card code, the Customer shall alert and give notice to the Company of such facts. The Customer shall be excused from liability only with respect to calls placed after receipt of such notice by the Company.

2.7 Obtaining Service

2.7.1 Application for Service

To obtain Service, the company requires that the Customer complete and sign a Service Agreement and/or Letter of Agency. Either the Service Agreement or the LOA shall identify the Plan to which the Customer is subscribing and the applicable Service Rates under the Plan and provide, to the extent applicable, such other requirements, conditions, and limitations which may be imposed on a contract basis. The Company reserves the right to change its policies, practices, rates, charges and procedures from time to time in its sole and absolute discretion, subject to governmental approval, where applicable. The customer will be notified in advance of any such changes.

2.7.2 Establishment of Credit

The company reserves the right to examine the credit record and financial condition of the Applicant/Customer in order to assess the Customer's credit worthiness. The Company may examine the credit profile/record of any applicant prior to accepting the service order or Customer's deposit. In order to make such a credit determination, the Company may require, as a condition to processing any

Applicant's request to subscribe to the Services, that the Customer furnish to the Company all such information as it may require in order to assess the Customer's credit worthiness and identity, either internally and/or through the service of a third party credit reporting agency, including, but not limited to, the Customer's social security number, taxpayer identification number, driver's license or voter identification card, and the names of other third party credit references.

2.7.3 Customer Deposits

In order to protect the Company's interests, the Company may require as a condition to furnishing Service to a Customer that such Customer furnish a security deposit, which deposit shall be held by the Company in its general accounts and shall serve as security for the prompt payment and performance of the Customer's obligations. Such a deposit requirement may be imposed by the Company prior to the Company's accepting the Customer's subscription for Services in the event that the Company determines, in its sole and lawful judgment, that the Customer, based upon the Customer's past payment history, current debt service obligations and/or lack of an established credit history, poses a credit risk to the Company. .

The amount of the deposit which may be imposed by the Company in connection with the provision of the Services shall not exceed 230% of the estimated average total charge for all regulated toll services provided

The Company shall pay interest on any Customer deposit.

2.8 Rendering and Payment of Bills

2.8.1 General

The Customer is liable for the full and prompt payment of all charges for any and all services provided by the Company.

2.8.2 Billing Period

Billing shall occur on a monthly basis. However, billing months may contain more or less than thirty (30) days of charges for Services based upon the timing and billing cut-off dates of the Underlying Carrier's network usage tapes. Any bill may include additional usage charges for Services rendered with respect to a prior billing period, to the extent such charges were not previously billed. To the extent that other services are included on the bill, the billing periods for such services may vary from the commencement date and ending date for the monthly billing period for the Services.

2.8.3 Rendering Bills

Bills are sent to the billing address furnished by the Applicant no later than forty five (45) days following the close of billing. In the event the Customer changes its billing address, the Customer shall be responsible for notifying the Company in writing or

verbally of such change in address, and until such notification is received, all bills sent to the prior address prior to and within thirty (30) days after such notification shall be deemed delivered to, and received by, the Customer. To the extent that a Customer subscribes to additional services of the Company, at the Customer's request, such other charges and service fees may be consolidated thereon.

2.8.4 Payment of Bills

Payments are due upon receipt of the bill, and shall be made by the Customer with immediately available, good funds. Checks are required to be made payable to the order of the Company as named on the bill and are required to be sent to the address as listed on the bill. In the event Customer fails to pay for the Service, or any other service, when due, the Company may use an attorney to collect any outstanding amounts due and owing to the Company. Customer shall be responsible for all costs of collection including, but not limited to, court costs and reasonable attorneys' fees.

2.8.5 Late Charge and Bad Check Charge

A late payment charge of 1.5 percent per month will be applied to charges not paid by their due date. The late payment charge will not be applied to previous late payment charges that have been assessed but not yet been paid for, but will apply to the accumulated services for which the customer is in arrears. Late payment charges will be applied without discrimination. When a customer's check is not honored by the financial institution and the check is returned to the company due to "insufficient funds" in the customer's account or for similar reasons, a charge of \$20.00 shall apply, unless the customer can establish that the charge should not be assessed.

2.9 Customer Service

2.9.1 General

Customer Service may be contacted in writing at "**Choice Telco, 100 Wells Street, Hartford, Connecticut 06103, Attn: Customer Service Manager.**" Customers may also contact Customer Service via an (800) number. The 800 number is listed on the Customer's bill. Customer Service representatives are available 9:00 AM to 5:00 PM Monday through Friday, excluding holidays. After hours, calls go to an answering service. The Customer will be called back within the hour on service problems. For other inquiries, the Customer will be called back the next business day.

2.9.2 Billing Inquiries

Billing inquiries may be referred to the Company's Customer Service organization as indicated in Section 2.9.1 above. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may make application to the South Dakota Public Utilities Commission for review and disposition of the matter. The

address is **Capitol Building 1st floor 500 East Capitol Avenue, Pierre, SD 57501-5070.**

2.9.3 Service Difficulties

The Company maintains a unique 800 number for reporting and handling of service difficulties or emergency conditions. The 800 number is listed on the Customer's bill. This number is answered twenty four hours per day, seven days per week, 365 days per year.

2.10 Cancellation By Customer

2.10.1 Customers With Switched Access

The Customer's Service is canceled when the LEC changes the Primary Interexchange Carrier (PIC) code or when the DUC cancels the service.

2.10.2 Customers With Dedicated Access

The Customer's service is canceled when the DUC cancels the service offered by the Company or when the Customer's Dedicated Access facilities are moved to another IXC.

2.12 Installation and Connection Charges

The Company does not assess charges for installation and connection of intrastate long distance services, except for certain Service features as set forth in Section 5 for the Residential Services Offering and in Section 6 for the Business Services Offering.

2.13 Transfer or Assignment

The Company's Services may not be transferred or assigned to a new Customer unless the new Customer's credit is approved. In the event of the death of the Customer, such Customer's estate shall remain liable in full for all outstanding amounts, and for any additional charges incurred for use of the Services after the Customer's death from the Customer's station equipment.

2.14 Minimum Call Completion Rate

A Customer can expect a network call completion rate (number of calls completed/number of calls attempted) of not less than 95% during peak use periods.

2.15 Timing of Calls

Calls made using the Services are timed and measured by the DUC's switch. Usage begins when the called party picks up the receiver and the local telephone company sends a signal to the switch which utilizes hardware answer supervision or software tone detection. A call is terminated when the calling party hangs up. For purposes of billing, call duration is rounded to the next full billing increment when a call

terminates at a time other than upon the conclusion of such billing time increment. Billing increments shall be measured in 6 second intervals.

2.16 Mileage Measurements

[For Future Use. No Available Plan Provides For Distance Sensitive Usage Rates.]

Depending on the Plan, intrastate call rates may be distance sensitive. In such case, the calculation of distance shall be in accordance with the V&H coordinate system. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal (V&H) coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in its NPA-NXX V & H Coordinates Tape and in the applicable NECA Tariffs.

FORMULA:

$$\sqrt{\frac{(V1-V2)^2+(H1-H2)^2}{10}}$$

2.17 Rate Plans for Switched and Dedicated Services

2.17.1 Switched Services

Switched Service is available under both the Residential Service Offering described in Section 5 and the Business Service Offering described in Section 6. A Customer's Service Rate for Switched Service under any Plan available under a Service Offering must fall within the maximum and minimum usage sensitive rate band set forth in Section 4.1 hereof. The Switched Service rate which a Customer shall be charged (the "Service Rate") shall be a usage sensitive rate set forth within the applicable Plan to which the Customer subscribes in a Service Agreement.

In determining the Switched Service Rate or rates to be offered under any particular Plan, the Company may take into account such factors as, but not limited to, the prevailing rates and promotions offered by other competitive providers from time to time, calling and service usage patterns and characteristics, service usage volume for Services and other services and subscription to other services furnished by the Company, the duration of the service subscription period, any guaranteed usage requirements and all such other factors which are reasonable and appropriate. In making any case by case determination, the Company shall have the right to rely on the representations of the Customer without any independent verification by the Company.

2.17.2 Dedicated Services

Dedicated Service is available only under the Business Service Offering described in Section 6. A Customer's Service Rate for Dedicated Service under any Plan available under the Business Service Offering must fall within the maximum and

minimum usage sensitive rate band set forth in Section 4.1.2 hereof. The Dedicated Service Rate which a Customer shall be charged (the "Service Rate") shall be a usage sensitive rate or rates applicable to the Plan to which the Customer subscribed in a Service Agreement.

In determining the Dedicated Service Rate or rates to be offered to a Customer, the Company may take into account such factors as, but not limited to, the prevailing rates and promotions offered by other competitive providers from time to time, calling and service usage patterns, service usage volume for Services and other services and subscription to other services furnished by the Company, the duration of the service subscription period, any guaranteed usage requirements and all such other factors which are reasonable and appropriate. In making any case by case determination, the Company shall have the right to rely on the representations of the Customer without any independent verification by the Company.

2.17.3 Calling Card

Calling Card Service is available under all of the various Plans under the Residential and Business Service Offerings, and the associated rates and charges for such service are set forth in Sections 5.1.6 and 6.1.5 respectively.

2.18 Application of Charges

Usage charges apply to all completed calls. The usage charges for each completed call during a billing month will be computed. If the charge includes a fraction of a cent greater than \$.005, the fraction is rounded up to the next whole cent. If the charge includes a fraction of a cent less than \$.005, the fraction is rounded down to the next whole cent.

2.19 Interruption of Service

2.19.1 General

It shall be the obligation of the Customer to notify the Company of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the interruption is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer.

2.19.2 Usage Sensitive Services

Credit allowances for the interruption of service are subject to the general liability provisions set forth in Section 2.3 hereof. In the event that the Customer is not satisfied with the Company's resolution of any dispute, the Customer may make application to the South Dakota Public Utilities Commission for review and disposition of the matter. The address is Capitol Building 1st Floor 500 East Capitol Avenue, Pierre, SD 57501-5070.

2.20 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services

3.1.1 General

Intrastate Outbound Services permit calls to be originated from a Customer's station and carried to another party's station located in another exchange within the State. The selection of Outbound Services shall be made by the Customer or Applicant in consultation with the Company.

3.1.2 Switched Access Services

Switched Access Services are available to Customers that utilize Switched Access to reach the long distance network of the Underlying Carrier. Switched Access Services are available under both the Residential Services Plan and Business Services Plan by means of equal access within the State.

3.1.3 Dedicated Services

Dedicated Services are available to Customers utilizing Dedicated Access to reach the POP of the Underlying Carrier. Dedicated Services are only available under the Business Services Plan and to those Customers that have Dedicated Access facilities

3.2 Inbound Service

3.2.1 General

Inbound Services permit calls to be completed to the Customer's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number (800) NXX-XXXX or (888) NXX-XXXX which terminates at the Customer's station. Calls are originated from any point in the State on any type of access.

3.2.2 Switched Access Services

Switched Access Services are available to Customers that utilize Switched Access to reach the long distance network of the Underlying Carrier. Switched Access services are available only in equal access areas. Rates are usage sensitive. Usage charges apply to all completed calls.

3.2.3 Dedicated Services

Dedicated Services are available to Customers utilizing Dedicated Access lines to the Underlying Carrier's point of presence. Rates are usage sensitive. Usage charges apply to all completed calls.

3.3 Calling Card

The Calling Card allows the Customer or end user to bill a call to their station line and telephone number when the caller is away from such station. Customers access to the Calling Card Service shall be based upon such procedures as the Company shall instruct or institute from time to time.

SECTION 4 - USAGE SENSITIVE RATE BANDS

4.1 Outbound Services/In-Bound

4.1.1 Switched Access Services

(A) The minimum rates are as follows:

Residential Services: Each 6 Seconds or Fraction Thereof
\$.006

Business Services: Each 6 Seconds or Fraction Thereof
\$.006

(B) The maximum rates are as follows:

Residential Services: Each 6 Seconds or Fraction Thereof
\$.025

Business Services: Each 6 Seconds or Fraction Thereof
\$.020

4.1.2 Dedicated Access

(A) The minimum rates are as follows:

Business Services: Each 6 Seconds or Fraction Thereof
\$.003

(B) The maximum rates are as follows:

Business Services: Each 6 Seconds or Fraction Thereof
\$.015

**SECTION 5 - RESIDENTIAL SERVICE OFFERING AND ASSOCIATED PLANS AND THEIR
EFFECTIVE RATES**

5.1 Residential Service Offering - General Description For All Plans

5.1.1 Types of Service Offered

For the Residential Service Offering, only Plans with Switched Access Service are available for subscription by a Customer. Dedicated Access Service is not available.

5.1.2 Available Plans and Effective Rates.

The Plans which are available under the Residential Services Offering and subscription qualifications are set forth in Section 5.2 hereof. All effective usage sensitive rates shall fall within the band of permissible rates for Switched Services under Section 4.1 of this Tariff.

5.1.3 Service Termination/No Required Contract Period.

Under all Plans available under the Residential Service Offering, a Customer shall not be obligated to maintain or use the Service for any minimum period or length of time. A Customer may cancel Service at anytime without penalty.

5.1.4 No Minimum Usage Payment Requirement.

Except as otherwise provided herein, under all Plans available under the Residential Service Offering, a Customer shall have a minimum Service use obligation or obligation to pay a minimum service fee irrespective of actual usage, except for 800/888 In-bound Services features as set forth in Section 5.1.6.

5.1.5 No Installation or Recurrent Monthly Service Fee.

Under all Plans available under the Residential Service Offering, there is no charge or fee for initiating Services with the Company, and no service fee is imposed on a monthly basis for maintaining Service with the Company, except for 800/888 In-bound Services and other features used by the Customer as set forth in Section 5.1.6.

5.1.6 Schedule of Charges and Rates for Service Features.

In addition to effective usage sensitive rates for Services, all Plans under the Residential Services Plan shall be subject to, and each Customer subscribing to a Plan shall be liable for, the following additional features and services, to the extent used:

Feature/Service

Charges

Calling Card	\$0.25 per minute usage charge for all Rate Periods. Discounts do not apply. Call duration is rounded up to next full minute.
Basic 800 (888) In-Bound Service	\$10.00 per number per month minimum charge but only to the extent actual usage charges fail to exceed \$10.00 for such month.
800 (888) Follow-Me Service Feature*	\$5.00 per number per month in addition to Basic 800 charge
Special Billing & Accounting Features	
Custom Features**	To be Quoted per Request-Service Charges Determined on Contract basis

* 800 Follow-Me Service is an additional service feature that is available in conjunction with 800 In-bound service. This feature enables a Customer to route in-bound 800 calls to another line or number of the Customer's from time to time at the Customer's election.

** Custom features are any billing and accounting features which are not available from time to time by the Company as part of its standard billing format and report summary functions.

5.2 Listing of Available Residential Plans and Effective Service Rates

Plan No.	Service Type	Rate Per Minute	Qualifying* Minimum
SD18	S	\$0.180	\$75.00
SD19	S	\$0.190	\$70.00
SD20	S	\$0.200	\$65.00
SD21	S	\$0.210	\$60.00
SD22	S	\$0.220	\$55.00
SD23	S	\$0.230	\$50.00

Key to Service Types: S= Switched Access Service; D= Dedicated Access Service

Footnotes:

* To qualify for subscription under a particular Plan, a Customer must demonstrate to the Company's satisfaction that such Customer's prior, or future, average total intrastate long distance monthly bills for the applicable line(s) are equal to or in excess of the Qualifying Minimum Long Distance amounts established for the Plan. The qualification amounts are not intended to, nor do they, create any minimum usage or payment obligation on the part of the Customer. If, during the subscription period, a Customer's actual average monthly long distance bill fails to meet the minimum qualification amounts for

the Plan to which the Customer subscribed, the Company reserves the right to terminate, and may elect to terminate, the Customer's service upon 30 days written notice, without any liability whatsoever.

5.3 Promotions

The Company, from time to time, may, upon three (3) days written notice to the Public Utilities Commission of South Dakota, make promotional offerings of its Service which may provide for certain reductions or waivers in non-recurrent charges or reductions or waivers of recurrent charges for a specified period of time ("Promotions"). Promotions shall only be available to new subscriptions of Service being offered under Promotion. The duration of any Promotional offering shall not be less than two (2) days nor greater than one hundred and twenty (120) days, except as provided below. At any time the Company may terminate or extend a Promotional offering period upon providing the Public Utilities Commission of South Dakota with written notice of its action.

**SECTION 6 - BUSINESS SERVICE OFFERING AND ASSOCIATED PLANS AND THEIR
EFFECTIVE RATES****6.1 Business Services Plan - General Description For All Plans****6.1.1 Types of Service Offered**

Under the Business Services Offering both Switched Service and Dedicated Service are available for subscription by a Customer. Any Business is eligible to subscribe to a Business Services Offering, provided such Business Customer otherwise satisfied the applicable subscription requirements.

6.1.2 Available Plans and Effective Rates.

The Plans which are available under the Business Services Offering and the subscription qualifications are set forth in Section 6.2 hereof. All effective usage sensitive rates shall fall within the band of permissible rates for Switched Services or Dedicated Services, depending on the available Plan, under Section 4.1 and 4.2 of this Tariff, respectively.

6.1.3 No Minimum Usage or Payment Requirement.

Except as otherwise provided herein, under all Plans available under the Business Service Offering, a Customer shall have a minimum Service use obligation or obligation to pay a minimum service fee irrespective of actual usage, except for 800/888 In-bound Services features as set forth in Section 6.1.6 and for Service subscriptions which are subject to specified term obligations as contemplated under Section 6.1.3.

6.1.4 No Installation or Recurrent Monthly Service Fee.

Under all Plans available under the Business Service Offering, there is no charge or fee for initiating Services with the Company, and no service fee is imposed on a monthly basis for maintaining Service with the Company, except for certain features used by the Customer as described in Section 6.1.6 hereof and special dedicated access facilities charges as provided below. A Customer utilizing Dedicated Services under any Plan providing for such type of Service shall be responsible for procuring the necessary equipment and dedicated circuits, and paying all equipment, installation and recurrent dedicated facilities charges to the LEC or DUC providing such facilities as provided in Section 2.4.8 of the Tariff for the term of such facility.

6.1.5 Schedule of Charges and Rates for Service Features.

In addition to usage sensitive rates for Services, a Customer subscribing to the Business Services Plan shall be liable for the following additional features and services, to the extent used:

<u>Feature/Service</u>	<u>Charges & Fees</u>
Calling Card	\$.25 per minute usage charge for all Rate Periods. Discounts do not apply. Call duration is rounded up to next full minute. Usage in excess of \$100.00 per month shall be \$.225 per minute up to \$200, and usage in excess of \$200 shall be \$.20 per minute.
Basic 800 (888) In-Bound Service	\$10.00 per number per month minimum charge but only to the extent actual usage charges fail to exceed \$10.00 for such month.
800 (888) Follow-Me Service Feature*	\$5.00 per number per month in addition to Basic 800 charge
800 Directory Assistance Listing	\$15.00 per number per month
Selected 800 Coverage & Blocking	\$50.00 set up charge per feature plus \$50.00 per month per feature (per 800 number). A \$50.00 feature change (excluding termination)
Coverage & Blocking Features:	
Area Code Specific (up to 50)	
Area Code & Exchange Specific (up to 50)	
Special Billing & Accounting Features	
Security Codes	\$2.75 per ANI per month
Alpha Account Codes	\$2.75 per ANI per month
Other Customer Features**	To be Quoted per Customer Request

* 800 Follow-Me Service is an additional service feature that is available in conjunction with 800 In-bound service. This feature enables a Customer to route in-bound 800 calls to another line or number of the Customer's from time to time at the Customer's election.

** Custom features are any billing and accounting features which are not available from time to time by the Company as part of its standard billing format and report summary functions.

6.2 Listing of Available Business Plans and Effective Service Rates

Plan No.	Service Type	Rate Per Minute	Qualifying* Minimum
SD18	S	\$0.180	\$75.00
SD19	S	\$0.190	\$70.00
SD20	S	\$0.200	\$65.00
SD21	S	\$0.210	\$60.00
SD22	S	\$0.220	\$55.00
SD23	S	\$0.230	\$50.00

Key to Service Types: S= Switched Access Service; D= Dedicated Access Service

Footnotes:

* To qualify for subscription under a particular Plan, a Customer must demonstrate to the Company's satisfaction that such Customer's prior, or future, average total intrastate long distance monthly bills for the applicable line(s) are equal to or in excess of the Qualifying Minimum Long Distance amounts established for the Plan. The qualification amounts are not intended to, nor do they, create any minimum usage or payment obligation on the part of the Customer. If, during the subscription period, a Customer's actual average monthly long distance bill fails to meet the minimum qualification amounts for the Plan to which the Customer subscribed, the Company reserves the right to terminate, and may elect to terminate, the Customer's service upon 30 days written notice, without any liability whatsoever.

6.3 Promotions.

The Company, from time to time, may, upon three (3) days written notice to the Public Utilities Commission of South Dakota make promotional offerings of its Service which may provide for certain reductions or waivers in non-recurrent charges or reductions or waivers of recurrent charges for a specified period of time ("Promotions"). Promotions shall only be available to new subscriptions of Service being offered under Promotion. The duration of any Promotional offering shall not be less than two (2) days nor greater than one hundred and twenty (120) days, except as provided below. At any time the Company may terminate or extend a Promotional offering period upon providing the Public Utilities Commission of South Dakota with written notice of its action.

6.4 Individual Case Basis Contracts.

From time to time, the Company may enter into individual written contracts with its Customers for specialized rates based upon the special circumstances of the Customer ("Individualized Contract"). In any case where the Company enters into an Individualized Contract, the Company shall file such Individualized Contract with the Public Utilities Commission of South Dakota (subject to Commission approval) and maintain a copy of such Individualized Contract on file at the Company's principal office for inspection by interested parties upon their request therefor. The Company shall make the same terms and conditions contained in an Individualized Contract available to any other eligible subscriber that is similarly situated, for so long as such Individualized Contract remains in full force and effect.

**CHOICE TELCO LLC
BUSHNELL ON THE PARK**
100 WELLES ST.
HARTFORD, CT 06103

51-309,
111
4240019756
DATE _____

1191

PAY TO THE ORDER OF SOUTH DAKOTA PUBLIC UTILITIES Comm.

\$ 250.00

Two Hundred FIFTY & 00/100

DOLLARS



Security Features
Included.
Details on back.



GBT

A Division of First Massachusetts Bank, N.A.
2481 Main Street, Glastonbury, CT 06033

MEMO _____

[Handwritten Signature]

MP

⑆01103093⑆ 4240019756⑆ 1191

o DELUXE END-STUDIOS SAFETY PAPER

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of August 8, 2002 through August 14, 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 COMPLAINTS

CN02-002 In the Matter of the Complaint filed by Kevin Ohm on behalf of Tyler TV & Appliance, Inc., Brookings, South Dakota, against NorthWestern Energy Regarding Billing.

Complainant's representative states that NorthWestern Energy bills Tyler TV & Appliance, Inc. (Tyler) for service without any explanation. Complainant's representative also feels that the amount of time to pay Tyler's bill after receiving a statement is not adequate thus leaving Complainant with late fees. Complainant's representative requests that Tyler's billing date be changed and that Tyler be given 30 days for Tyler's payment to post, and that an explanation of charges be put on Tyler's monthly bill.

Staff Analyst: Mary Healy
Staff Attorney: Karen Cremer
Date Docketed: 08/12/02
Intervention Deadline: N/A

CT02-027 In the Matter of the Complaint filed by Judith McFarland, Sioux Falls, South Dakota, against McLeodUSA Telecommunications Services, Inc. Regarding Billing, Delay in Disconnect and Poor Customer Service.

Complainant states that on May 8, 2002, she contacted McLeod to cancel her service that day since she had switched her service to a new provider. When Complainant spoke to the McLeod representative, she was told not to pay her bill because it was for service during the upcoming month when she would be with her new provider. When Complainant received another bill from McLeod, Complainant had a 3-way conversation with her new provider and McLeod to clear up the billing problem. The McLeod representative said that the billing would be taken care of. During this conversation, the Complainant requested that a recording be added to her old number announcing what her new number was. When this was added to the line, it took one month for the announcement to be placed on the line and the announcement was giving out an incorrect new phone number. Complainant continued to get billings from McLeod and as of July 24, 2002, the announcement was still giving out an incorrect new phone number. Complainant feels that she should be compensated because of her frustration regarding this matter.

Staff Analyst: Mary Healy
Staff Attorney: Karen Cremer
Date Docketed : 08/12/02
Intervention Deadline: N/A

CT02-028 In the Matter of the Complaint filed by Sharon Gray, Vermillion, South Dakota, against UKI Communications, Inc. Regarding Unauthorized Switching of Services.

Complainant states that her service was switched to UKI without proper authorization. Complainant received a copy of the voice recorded authorization from UKI and she was surprised to hear her voice on the recording. She is 100% sure that she did not switch her service to UKI. The Complainant feels the sound quality when the sales person was speaking is of a different sound quality than when she is speaking. She feels that the tape has been spliced together or dubbed onto the portions where she was speaking. When asked to provide Complainant's mother's maiden name, Complainant states that she did not give her mother's maiden name and said "hello." Complainant requests that the company pay her \$1,500.00 for the switch in service or if the matter is not resolved, she would like to have a hearing before the PUC Commissioners and be reimbursed for expenses to come to the hearing.

Staff Analyst: Mary Healy
Staff Attorney: Karen Cremer
Date Docketed : 08/12/02
Intervention Deadline: N/A

CT02-029 In the Matter of the Complaint filed by Virginia Crow, Pierre, South Dakota, against McLeodUSA Telecommunications Services, Inc. Regarding Delayed Service and Billing.

Complainant states that in May 2002, she requested phone service from McLeod. McLeod informed her that the service would be connected on June 3, 2002. When service was not connected, McLeod stated that the order was lost and that service would be connected on June 7, 2002. Service was not connected on June 7th. On or about June 10th, McLeod told her that service was connected and that she would have to pay an additional \$95.00 to have the technician connect service to the apartment. Complainant informed McLeod to cancel the service request as she would be changing providers. Complainant received a bill from McLeod and talked to a McLeod representative informing her not to pay the bill and that he would take care of it. Complainant received another bill from McLeod and the charges were not removed. Complainant states that she never had dial tone service with McLeod and the charges should be removed.

Staff Analyst: Mary Healy
Staff Attorney: Karen Cremer
Date Docketed: 08/12/02
Intervention Deadline: N/A

CT02-030 In the Matter of the Complaint filed by Jeanette Stearns on behalf of Lange & Speidel Bookkeeping & Tax Service, Belle Fourche, South Dakota, against Qwest Corporation Regarding Billing.

Complainant's representative states that after receiving a letter from Qwest offering Lange & Speidel Bookkeeping & Tax Service (Lange & Speidel) a CustomChoice package with the area-wide calling plan, Lange & Speidel agreed to the service. Complainant's representative was told that the service would go into effect on November 24, 2000. Complainant never received the free area-wide calling plan and continued to be billed by Quantum Link for its in-state long distance calls. On December 19, 2000, Complainant received a letter from Qwest confirming its order for the Calling Connection Plan. Complainant did not receive the benefits of the Calling Connection Plan. On September 20, 2001, Complainant's representative spoke to Qwest about the billing problems and was told that the Complainant could not have both of the plans offered by Qwest. Complainant's representative attempted to get credit for the over-billing, but Qwest was unwilling to refund the charges. Complainant's representative calculated the over-charges from Qwest and requests that Qwest reimburse Lange & Speidel for all of Qwest billing errors in the amount of \$1,090.47.

Staff Analyst: Mary Healy
Staff Attorney: Karen Cremer
Date Docketed: 08/12/02
Intervention Deadline: N/A

CT02-031 In the Matter of the Complaint filed by Lyle D. Dabbert on behalf of Brown & Saenger, Sioux Falls, South Dakota, against Qwest Corporation Regarding Billing.

Complainant's representative states that Brown & Saenger was back-billed by Qwest \$8,071.87 for charges dating back to November 1999, for Brown & Saenger's T-1 service. If charges would have been billed monthly, Complainant's representative states that Brown & Saenger would have canceled its service for the T-1. Qwest is also billing Complainant \$125.00 per month as a late payment charge. Complainant's representative requests that the charges be removed from Brown & Saenger's billing because the Complainant would have canceled the billing after one month of service once it became aware of the expense.

Staff Analyst: Mary Healy
Staff Attorney: Karen Cremer
Date Docketed: 08/12/02
Intervention Deadline: N/A

CT02-032 In the Matter of the Complaint filed by Robert A. Fogg, Jr., Martin, South Dakota, against CellularOne Regarding Billing.

Complainant states that he is being double-billed by CellularOne. Complainant requests numerous resolutions to resolve his dispute.

Staff Analyst: Mary Healy
Staff Attorney: Karen Cremer
Date Docketed: 08/12/02
Intervention Deadline: N/A

ELECTRIC

EL02-016 In the Matter of the Filing by MidAmerican Energy Company for Approval of Tariff Revisions.

Application of MidAmerican Energy to revise its standard bill form by updating the department for customer correspondence from "Quality and Compliance" to "Customer Service Quality."

Staff Analyst: Dave Jacobson
Staff Attorney: Karen Cremer
Date Docketed: 08/08/02
Intervention Deadline: 08/30/02

NATURAL GAS

NG02-005 In the Matter of the Filing by MidAmerican Energy Company for Approval of Tariff Revisions.

Application of MidAmerican Energy to revise its standard bill form by updating the department for customer correspondence from "Quality and Compliance" to "Customer Service Quality."

Staff Analyst: Dave Jacobson
Staff Attorney: Karen Cremer
Date Docketed: 08/08/02
Intervention Deadline: 08/30/02

TELECOMMUNICATIONS

TC02-101 In the Matter of the Application of Choice Telco, LLC for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

Application of Choice Telco, LLC for a certificate of authority to provide resold interexchange telecommunications service in South Dakota.

Staff Analyst: Dave Jacobson
Staff Attorney: Karen Cremer
Date Docketed: 08/12/02
Intervention Deadline: 08/30/02

TC02-102 In the Matter of the Application of Ridley Telephone Company, LLC for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

Ridley Telephone Company, LLC has filed an application with the South Dakota Public Utilities Commission for a Certificate of Authority to provide interexchange service in South Dakota. The applicant intends to provide resold interexchange service, including MTS, in-WATS, out-WATS, and calling card services throughout South Dakota.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Docketed: 08/12/02
Intervention Deadline: 08/30/02

TC02-103 In the Matter of the Application of Tralee Telephone Company, LLC for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

Application of Tralee Telephone Company, LLC for a certificate of authority to provide resold interexchange telecommunications service in South Dakota.

Staff Analyst: Dave Jacobson
Staff Attorney: Karen Cremer
Date Docketed: 08/12/02
Intervention Deadline: 08/30/02

TC02-104

In the Matter of the Application of Telliss, LLC for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

Telliss, LLC has filed an application with the South Dakota Public Utilities Commission for a Certificate of Authority to provide interexchange service in South Dakota. The applicant intends to provide resold interexchange service, including MTS, in-WATS, out-WATS, and calling card services throughout South Dakota.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Docketed: 08/12/02
Intervention Deadline: 08/30/02

TC02-105

In the Matter of the Application of iLOKA Inc. d/b/a Microtech-tel for a Certificate of Authority to Provide Interexchange Telecommunications Services and Local Exchange Services in South Dakota.

Application of iLOKA Inc. d/b/a Microtech-tel for a certificate of authority to provide resold and facilities-based local exchange and interexchange services in South Dakota.

Staff Analyst: Dave Jacobson
Staff Attorney: Karen Cremer
Date Docketed: 08/13/02
Intervention Deadline: 08/30/02

TC02-106

In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Sprint Communications Company L.P.

On August 14, 2002, the Commission received for approval a filing of the Unbundled Loops, Loop Mux Combination, Special Request Process, Bona Fide Request Process, and Single Point of Presence in the LATA Amendment to the Interconnection Agreement between Qwest Corporation (Qwest) and Sprint Communications, L.P (Sprint). According to the parties, this is an amendment to the negotiated interconnection agreement between Sprint and Qwest. The amendment adds terms and conditions for Unbundled Loops, Loop Mux Combination, Special Request Process, Bona Fide Request Process, and Single Point of Presence in the LATA. 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 September 3, 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: Rolayne Ailts Wiest
Date Docketed: 08/14/02
Initial Comments Due: 09/03/02

**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>**

102-101

Choice Telco LLC

Bushnell On The Park 100 Wells St. Hartford, CT. 06103
860-249-2000
860-249-3000(fax)
866-249-7400 (toll free)

RECEIVED

RECEIVED

August 26, 2002

AUG 30 2002

AUG 30 2002

Executive Director of the
Public Utilities Commission of South Dakota
500 East Capitol Avenue
Pierre, SD 57501-5070

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

RE: Choice Telco LLC
IXC application

Dear Sir or Madam:

Choice Telco LLC recently submitted an application to be an IXC provider within the State of South Dakota. After speaking with Karen Cramer in your department, I am enclosing information as follows to request confidential treatment on the financial portion only of Choice Telco's application.

As stated, the financials previously mailed with the original application is the only portion of the application for which confidentiality is requested. The Company would request that confidentiality be secured for an indefinite period.

If there are any questions regarding this request you may direct them to Dolores Paddock c/o Choice Telco LLC Bushnell On The Park 100 Wells Street, Hartford, CT. 06103. The telephone numbers are ph: 860-249-2000, fx: 860-249-3000, toll free: 866-249-7400 and the email is dpaddock@choicetelco.com.

The Company states that because the financials are extremely proprietary and confidential this is sufficient ground to request confidential treatment on the financial portion of the application.

If you have any questions or concerns please call me. I have not enclosed the financials since they are already with the application in the PSC office, possibly with Karen Cramer. I would like to state at this time that Karen was extremely helpful, friendly and courteous when we spoke on Monday.

Thank you in advance.

Sincerely,



Dolores Paddock
Regulatory Manager

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

IN THE MATTER OF THE APPLICATION OF)	ORDER GRANTING
CHOICE TELCO, LLC FOR A CERTIFICATE)	CERTIFICATE OF
OF AUTHORITY TO PROVIDE)	AUTHORITY
INTEREXCHANGE TELECOMMUNICATIONS)	
SERVICES IN SOUTH DAKOTA)	TC02-101

On August 12, 2002, the Public Utilities Commission (Commission), in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, received an application for a certificate of authority from Choice Telco, LLC (Choice Telco, LLC).

Choice Telco, LLC proposes to offer interexchange service, 800 service and calling card service to both residential and business customers throughout South Dakota. A proposed tariff was filed by Choice Telco, LLC. The Commission has classified long distance service as fully competitive.

On August 15, 2002, the Commission electronically transmitted notice of the filing and the intervention deadline of August 30, 2002, to interested individuals and entities. No petitions to intervene or comments were filed and at its October 17, 2002, meeting, the Commission considered Choice Telco, LLC's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to the condition that Choice Telco, LLC not offer a prepaid calling card or require or accept deposits or advance payments without prior approval of the Commission.

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3 and ARSD 20:10:24:02 and 20:10:24:03. The Commission finds that Choice Telco, LLC has met the legal requirements established for the granting of a certificate of authority. Choice Telco, LLC 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 Choice Telco, LLC's application for a certificate of authority, subject to the condition that Choice Telco, LLC not offer a prepaid calling card or require or accept deposits or advance payments without prior approval of the Commission. As the Commission's final decision in this matter, it is therefore

ORDERED, that Choice Telco, LLC's application for a certificate of authority to provide interexchange telecommunications services is hereby granted, subject to the condition that Choice Telco, LLC not offer a prepaid calling card or require or accept deposits or advance payments without prior approval of the Commission. It is

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

Dated at Pierre, South Dakota, this 31st day of October, 2002.

CERTIFICATE OF SERVICE

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 first class mail, in properly addressed envelopes, with charges prepaid thereon.

By: Alaine Kallo

Date: 10/31/02

(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

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 Certificate of Authority
Docket No. TC02-101

This is to certify that

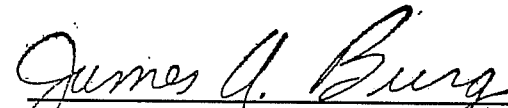
CHOICE TELCO, LLC

is authorized to provide interexchange telecommunications services in South Dakota, subject to the condition that it not offer a prepaid calling card or require or accept deposits or advance payments without prior approval of the Commission.

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 31st day of October, 2002.

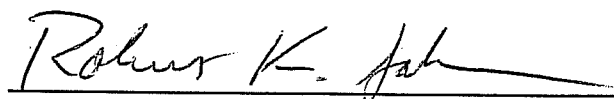
**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**



JAMES A. BURG, Chairman



PAM NELSON, Commissioner



ROBERT K. SAHR, Commissioner

