



# VP Telecom, Inc.

1701 N. Louise Ave.  
Sioux Falls, SD 57107

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AUG 15 2002

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

August 13, 2002

Mr. Keith Senger  
Utility Analyst  
Public Utilities Commission  
500 E. Capitol  
Pierre, SD 57501-5070

Re: Schedule of Rates, Rules and Regulations for  
Switched Access Tariff Provided in the State  
of South Dakota

Dear Mr. Senger:

Please find enclosed, 10 copies of VP Telecom's Switched Access Tariff with an effective date of August 6, 2002, to be filed with the South Dakota Public Utilities Commission.

Sincerely,



Brad VanLeur  
President

BV/pb

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SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

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

**IN THE MATTER OF THE PETITION )  
OF VP TELECOM dba ORBITCOM FOR )  
A WAIVER OF THE REQUIREMENTS OF )  
ARSD 20:10:27:7 REQUIRING A )  
SWITCHED ACCESS COST STUDY, A )  
WAIVER OF ARSD 20:10:27:12, AND )  
APPROVAL OF ITS PROPOSED TARIFF )  
CONTAINING INTRASTATE SWITCHED )  
ACCESS RATES )**

**TC02\_\_\_\_\_**

**PETITION**

COMES NOW VP Telecom ("Petitioner" or "VP Telecom") and shows the Public Utilities Commission of South Dakota the following:

**I. PARTIES**

The Petitioner is VP Telecom, 1701 N. Louise Ave., Sioux Falls, S.D.

57107. All notices, pleadings, and other communications concerning this

Petition should be directed to:

Brad VanLeur  
VP Telecom  
1701 N. Louise Ave.  
Sioux Falls, S.D. 57107-0229  
Telephone: (605)977-6900  
Fax: (605) 373-9355  
Email: bvanleur@svtv.com

## II. FACTS

- A. VP Telecom is authorized to provide facilities-based competitive local exchange telecommunications services and intrastate toll service, pursuant to a Commission Order.
- B. VP Telecom requests a waiver of the switched access cost study components contained in ARSD 20:10:27:07 for the following reasons:
1. VP Telecom is a small company with limited financial, technical, and managerial resources.
  2. VP Telecom does not have the resources necessary to determine company-specific cost-based intrastate switched access rates.
  3. The additional costs associated with developing company-specific cost-based intrastate switched access rates outweigh any benefit to the consumer or customer.
  4. VP Telecom provides service through resale and platform unbundled network elements ("UNE-P") obtained from Qwest Communications, the incumbent local exchange company ("ILEC").

5. Because VP Telecom obtains all of its switched access elements from the ILEC, its costs for switched access service elements are at least as much as the ILEC's costs for those elements.
6. VP Telecom proposes to mirror the intrastate switched access rates of the ILEC contained in Qwest Access Service Tariff, State of South Dakota, Sections 3.9 and 6.8.
7. The use of rates identical to the ILEC's rates for intrastate switched access will result in less confusion to long distance providers and to consumers that review and evaluate the companies' rates for provision of switched access services.

C. VP Telecom requests a waiver of ARSD 20:10:27:12 for the following reasons:

1. ARSD 20:10:27:12 would require VP Telecom to base its intrastate switched access rates on the costs of all the telecommunications companies with less than 100,000 access lines.
2. Under ARSD 20:10:27:12 VP Telecom would be required to charge a substantially higher intrastate switched access rate than the ILEC.

3. VP Telecom's proposed rates follow the Federal Communications Commission guideline that generally prohibit switched access rates higher than those charged by the ILEC. In the Matter of Access Charge Reform, Seventh Report and Order and Further Notice of Proposed Rulemaking, FCC 01-146, April 27, 2001.

D. VP Telecom requests expedited approval of the proposed tariff with an effective date as early as allowed by South Dakota statutes and the Commission's rules.

1. The Petitioner's proposed rates mirror the ILEC's rates contained in Qwest Access Service Tariff, State of South Dakota, Sections 3.9 and 6.8.
2. The ILEC's rates have been reviewed and approved by this Commission.
3. The Petitioner's proposed rates follow the Federal Communications Commission guideline that generally prohibit switch access rates higher than those charged by the ILEC. In the Matter of Access Charge Reform, Seventh Report and Order and Further Notice of Proposed Rulemaking, FCC 01-146, April 27, 2001.

### III. Legal Authority

Because the proposed tariff is an intrastate switched access tariff, the Public Utilities Commission has jurisdiction over this matter; authority to temporarily waive or suspend any rule in chapters 20:10:27 to 20:10:29, inclusive; and authority to waive company-specific cost-based switched access rates pursuant to SDCL Chapter 49-1-11, 49-31-5, and 49-31-18 and ARSD 20:10:27:01 et seq.

### IV. Relief Requested

VP Telecom respectfully requests 1) waiver of the switched access cost study components of ARSD 20:10:27:07; 2) waiver of the process to determine switched access rates under ARSD 20:10:27:12 that requires the Petitioner to base its switched access rates on the costs of all the telecommunications companies with less than 100,000 access lines; 3) approval of the Petitioner's proposed intrastate switched access tariff containing rates that mirror the ILEC's rates; and 4) expedited approval of the proposed tariff with an effective date as early as allowed by South Dakota statutes and the Commission's rules.

Dated: August 6, 2002

Respectfully submitted,

VP TELECOM, INC.

By: 

Brad VanLeur, President  
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Email: [bvanleur@svtv.com](mailto:bvanleur@svtv.com)

Schedule of Rates, Rules and Regulations  
Governing Access Services  
Provided in the State of South Dakota

OFFERED BY

VP TELECOM, INC.

1701 N. Louise Ave.  
Sioux Falls, S.D. 57107

This tariff contains the descriptions, regulations, and rates applicable to furnishing of Service and facilities for access Services within the State of South Dakota by VP Telecom, Inc. This tariff is on file with the South Dakota Public Utilities Commission and copies may also be inspected during normal business hours at the following location: 1701 N. Louise Ave., Sioux Falls, S.D. 57107. To receive Services under the tariff, you can call 1-866-834-7837.

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Effective: \_\_\_\_\_

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**CHECK SHEET**

The sheets of this tariff are effective as of the date shown at the bottom of the respective sheets. Original and revised sheets as named below comprise all changes from the original tariff that are currently in effect as of the date at the bottom of this sheet.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
<u>NUMBER</u>	<u>NUMBER</u>	<u>NUMBER</u>	<u>NUMBER</u>	<u>NUMBER</u>	<u>NUMBER</u>
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2	Original	24	Original	46	Original
3	Original	25	Original	47	Original
4	Original	26	Original	48	Original
5	Original	27	Original	49	Original
6	Original	28	Original	50	Original
7	Original	29	Original	51	Original
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**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

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### TARIFF FORMAT

Page Numbering. Page numbers appear in the upper right hand corner of the sheets. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between pages 5 and 6 would be numbered 5.1.

Page Revision Numbers. Revision numbers also appear in the upper right corner of pages. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> Revised Page No. 14 cancels the 3<sup>rd</sup> Revised Page No. 14.

Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level, as shown by the following example:

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2.1.1.A.1.(a).I.(i)  
2.1.1.A.1.(a).I.(i).(1)

Check Sheets. When a tariff filing is made with the commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). The tariff user should refer to the latest check sheet to find out if a particular page is the most current one on file with the Commission.

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Explanation of Symbols. When changes are made in any tariff page, a revised page will be issued replacing the tariff page affected. Changes will be identified on the revised page through the use of the following symbols:

- (C)- Identifies a changed regulation.
- (D)- Identifies a discontinued rate or regulation.
- (I) - Identifies an increase in rate.
- (N)- Identifies a new rate or regulation.
- (R)- Identifies a reduction in rate.
- (T) - Identifies a change in text only.

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VP Telecom, Inc.

Tariff No. 1  
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0.0 Application and Scope of Tariff

0.1 Application

This tariff contains the rates and regulations applicable to regulated intrastate interexchange services and to local services provided by VP Telecom between and among points within the state of South Dakota.

0.2 Scope

VP Telecom's services are provided in South Dakota subject to the availability of facilities and subject to the terms and conditions of this tariff. All services within the jurisdiction of the Commission provided by VP Telecom between and among points in South Dakota are governed by this tariff.

0.3 Interconnection with Other Carriers

Service provided by VP Telecom may be connected with services or facilities of other carriers or may be provided over facilities provided by carriers other than VP Telecom. However, service provided by VP Telecom is not a part of a joint undertaking with any other carrier providing telecommunications channels, facilities, or services.

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1.0 Explanation of Terms and Abbreviations

1.1 Definitions of Terms

Commission

The South Dakota Public Utilities Commission.

Calls

Telephone messages completed by Customers.

Call Forwarding

Whereby calls can be rerouted automatically from one line or station to another number.

Call Forward Busy

A feature that automatically forwards calls to another number when the dialed number is busy.

Call Forward Don't Answer

A feature that automatically routes calls to another line if the dialed number is not answered.

Call Forward – Variable

A feature that allows forwarding of all incoming calls to another telephone number.

Call Park

A feature that allows calls to be put on hold in a 'parking zone' until they are answered by the correct party.

Call Pickup

A feature that offers the ability to answer any line within a specified group of lines.

Call Tracing

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A feature that allows for the identification and recording of the telephone numbers of some or all of the incoming calls to the telephone line of a Customer.

Call Transfer

A feature that allows any incoming calls to be transferred to another number.

1.0 Explanation of Terms and Abbreviations (cont'd)

1.1 Definitions of Terms (cont'd)

Call Waiting

A feature that sends a tone that informs the Customer that a second call is waiting; and the caller hears a ringing sound, not a busy signal.

Caller ID

A feature that displays the phone number and/or name of the incoming caller. Compatible equipment is required for this feature.

Centrex

A Central Office based Business Communication Service that provides capabilities similar to those offered on a Private Branch Exchange, but without requiring switching equipment on the Business Customer's premises.

Continuous Redial

A feature that automatically redials the last number dialed. If the number is busy, a special tone indicates when it becomes available.

Direct Inward Dialing (DID)

A feature that enables completion of an incoming call directly to an extension station without operator assistance.

Central Office

A unit of U S West's system that provides service to the general public and has the necessary equipment and operating arrangements for terminating and interconnecting Customer lines and trunks or trunks only. More than one (1) central office may occupy a building.

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Charges

Monthly recurring and nonrecurring amounts billed to Customers for services.

Delinquent or Delinquency

An account for which an uncontested bill or payment agreement for regulated services has not been paid in full on or before the last day for timely payment. This term may also apply to a contested bill for which the Commission finds the Customer's complaint to be without merit.

1.0 Explanation of Terms and Abbreviations (cont'd)

1.1 Definitions of Terms (cont'd)

Depositor

The Customer from whom a deposit is received.

Disconnect or Disconnection

The disabling of circuitry to prevent outgoing and/or incoming calls.

Due Date

The last day for payment of a bill without unpaid amounts being considered delinquent or subject to additional collection efforts. The due date may be designated by "due by," "pay by," "if paid by," or other such language on the Customer's bill.

Exchange

A unit established for the administration of local communication services.

Exchange Service

A local communications service furnished by means of local exchange plant and facilities.

Extended Area Service or EAS

Telephone service, offered at a flat local rate, between customers located within an exchange area and all customers in an additional exchange area or areas.

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Hunting

A feature that forwards incoming calls to the next line in a group, hunting until an open line is reached.

Individual Case Basis

The application of a rate, charge, or condition of the tariff as determined by individual circumstances.

Inside Station Wiring or Inside Wiring

Wiring on the premises beyond the demarcation point.

The completion of calls between points within the boundaries of a Local Access Transportation Area.

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1.0 Explanation of Terms and Abbreviations (cont'd)

1.1 Definitions of Terms (cont'd)

IntraLATA Service

The completion of calls between points within the boundaries of a Local Access Transportation Area.

Interexchange Service

The provision of intrastate telecommunications services and facilities between local exchanges, excluding EAS.

InterLATA Service

The completion of calls between Local Access Transportation Areas.

Last Call Return

A feature that dials the last call received, whether it was answered or not.

Local Access Transportation Area or LATA

A geographic area within which Bell Operating Companies are permitted to offer interexchange service. These areas were established as a result of the break-up of the former Bell system.

Local Exchange Utility or Local Utility

A telephone utility that provides local service under a tariff filed with the Commission. The utility may also provide other services and facilities.

Local Service

Telephone service furnished between points located within an area where there is no toll charge.

Customer

Any person, firm, association, corporation, agency of the federal, state, or local government, or legal entity responsible by law for payment of rates and charges and for compliance with the regulations of VP Telecom.

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VP Telecom, Inc.

Tariff No. 1  
Original Page No. 18

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Issued: August 6, 2002

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Customer Contract

A written agreement between the Customer and VP Telecom containing or referring to the rates and regulations applicable to the service being provided.

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1.0 Explanation of Terms and Abbreviations (cont'd)

1.1 Definitions of Terms (cont'd)

Customer Premises Equipment

All terminal equipment normally used on the Customer's premises. This equipment may be Customer-owned, or may be owned by VP Telecom or another supplier and leased to the Customer.

Message

A telephone call made by a Customer.

Month

For billing purposes, a month is considered to have thirty (30) days.

PRI-ISDN

A Local T-1 Package offering.

Public Safety Answering Point

A communications facility operated on a twenty-four (24) hour basis and serving participating jurisdictions that initially receives 911 calls and either directly dispatches emergency response services or relays the calls to the appropriate public safety agency.

Rates

The usage amounts billed to customers for services and/or equipment.

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1.0 Explanation of Terms and Abbreviations (cont'd)

1.1 Definitions of Terms (cont'd)

Speed Calling

A feature that allows dialing a code instead of dialing the complete number in order to place the call.

Suspend or Suspension

To disconnect or impair a service temporarily in order to disable either outgoing or incoming calls or both.

Timely Payment

A payment of the Customer's account made on or before the due date shown on a current bill for rates and charges or by an agreement between the Customer and VP Telecom for a series of partial payments to settle a delinquent account.

10XXX Access

A dialing method that enables a Customer to reach the long distance carrier of the Customer's choice even if the Customer is not a regular customer of that long distance carrier. For example, to reach AT&T Communications of the Midwest, Inc., the Customer dials "10288."

1.2 Explanation of Acronyms and Trade Names

BOC = Bell Operating Company

DA = Directory Assistance

EAS = Extended Area Service

FCC = Federal Communications Commission

LATA = Local Access Transport Area

NPA = Numbering Plan Area, more commonly known as Area Code

SNI = Standard Network Interface

LNP = Local Number Portability

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2.0 General Rules and Regulations

2.1 Undertaking of VP Telecom

2.1.1 General

2.1.2 Limitations

(A) Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this tariff in compliance with limitations set forth in the Commission's rules.

(B) VP Telecom reserves the right to discontinue service when the customer is using the service in violation of the provisions of this tariff, signed contract, or the law, with notice as required by the rules of the Commission.

(C) VP Telecom does not undertake to transmit messages, but offers the use of its facilities, when available, for that purpose.

2.2 Use

2.2.1 Lawful Purpose

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of the service.

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2.0 General Rules and Regulations (cont'd)

2.2 Use (cont'd)

2.2.2 Use of Service for Unlawful and/or Fraudulent Purposes

VP Telecom's services are provided subject to the condition that they will not be used for any unlawful and/or fraudulent purpose. Services will not be furnished if any law enforcement agency, acting within its jurisdiction, advises VP Telecom that such services are being used or are likely to be used in violation of the law and/or in a fraudulent manner. If VP Telecom receives other evidence giving reasonable cause to believe that such services are being used or are likely to be used for unlawful and/or fraudulent purposes, it may either discontinue or deny the services and/or refer the matter to the appropriate law enforcement agency in accordance with law and/or Commission rules.

2.2.3 Unauthorized Use

Any individual who uses or receives VP Telecom's services other than under the provisions of an accepted application for service and a current customer relationship shall be liable for the appropriate rates and charges for the service received and for VP Telecom's costs of investigation and collection.

2.2.4 Recording Devices

VP Telecom's services are not designed for the use of recording devices, and customers who use such devices to record two-way telephone conversations do so at their own risk.

2.2.5 Use of Service Mark

No customer shall use any service mark or trademark of VP Telecom or refer to VP Telecom in connection with any product, equipment promotion,

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or publication of the Customer without the prior written consent of VP  
Telecom.

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2.0 General Rules and Regulations (cont'd)

2.3 Liability

- A. The Services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular Services and facilities under this tariff.
- B. The liability of the Company for damages arising out of the furnishing of these Services, including but not limited to mistakes, omissions, interruptions, delays, tortious conduct or errors, or other defects, representations, or use of these Services or arising out of the failure to furnish the Service, whether caused by acts of commission or omission, shall, as appropriate, be determined in accordance with SDCL 49-13-1 and 49-13-1.1 and any other applicable law.
- C. The Company shall not be liable for, nor shall any Service Credits be extended for, any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.
- D. The Company shall not be liable for any act or omission by any entity furnishing to the Company or to the Company's Customers

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facilities or equipment used for or with the Services the Company offers.

- E. VP Telecom shall not be liable for, and shall be fully indemnified and held harmless by Customers against any claim or loss, expense

2.0 General Rules and Regulations (cont'd)

2.3 Liability (cont'd)

copyright or patent, unauthorized use of any trademark, trade name, service mark, or proprietary or creative right, or any other injury to any person, property, or entity arising out of the material, data, or information transmitted.

- F. VP Telecom shall not be liable for damages arising out of the use of VP Telecom's services for the transmission of anything other than voice grade service.
- G. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- H. Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company, nor shall the Company be liable for the performance of any such vendor or vendor's equipment.
- I. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

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- J. VP Telecom will provide a customer's correct name and telephone number to a calling party either upon request to or interception by VP Telecom in the event there is an error or omission in the customer's directory listing. VP Telecom shall not be liable to customers or others for any incidental, indirect, special or consequential damages of any kind, including loss of use, loss of business, or loss or profit, arising from errors or omissions in directory listings.

2.0 General Rules and Regulations (cont'd)

2.3 Liability (cont'd)

- K. The services furnished by VP Telecom, in addition to the limitations set forth preceding, also are subject to the following limitations: The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of VP Telecom caused by customer-provided equipment.
- L. The Company is not liable for any defacement of or damage to the Premises resulting from the furnishing of Services, equipment, or associated wiring on such Premises or the installation or removal thereof, except where such defacement or damage is the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- M. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.4 Equipment

2.4.1 Inspection, Testing, and Adjustment

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VP Telecom may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this tariff are being complied with in the installation, operation, or maintenance of the Customer's equipment. VP Telecom may interrupt the service at any time, without penalty to itself, unless interruption exceeds twenty-four (24) hours.

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2.0 General Rules and Regulations (cont'd)

2.4 Equipment (cont'd)

2.4.2 Interference and Hazard

The operating characteristics of Customer premises equipment or communications systems connected to VP Telecom's services must not interfere with, or impair, any of the services offered by VP Telecom. Additionally, connected Customer premises equipment must not endanger the safety of VP Telecom employees or the public, damage or interfere with the proper functioning of VP Telecom's equipment, or otherwise injure the public in its use of VP Telecom's services.

2.4.3 Maintenance and Repair

2.4.3.A Customer Liability

The Customer shall be responsible for damages to VP Telecom's facilities used in the provision of regulated services caused by the negligence or willful act of the customer or those using VP Telecom's service through the Customer. The customer may not physically modify or intrude upon, rearrange, disconnect, remove, or attempt to repair any of VP Telecom's facilities except upon written consent of VP Telecom.

2.4.3.B Leased or Owned Facilities

The Customer's obligation to VP Telecom is the same whether the facilities involved are VP Telecom's facilities or are facilities leased by VP Telecom from another party. If VP Telecom incurs expenses due to the Customer's actions that result in damage or impairment of VP Telecom's owned or leased facilities, VP Telecom will pass on to the Customer any and all expenses to repair VP Telecom's facilities

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or that the owner imposes on VP Telecom for leased facilities.

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2.0 General Rules and Regulations (cont'd)

2.4 Equipment (cont'd)

2.4.3.C Maintenance and Repair Service Hours

VP Telecom may be reached 24/7 for any maintenance and repair issues that may need immediate attention. The Customer may reach VP Telecom at 1-866-834-7837.

2.5 Contract for Service

Service is installed upon contractual agreement between a Customer and VP Telecom. The contractual agreement specifies the terms and conditions of service not covered by this tariff. The contract does not alter the obligations of VP Telecom to Customers as described in this tariff.

2.6 Application for Service

2.6.1 Information Required

When applying for service, each prospective Customer will be required to furnish VP Telecom with the following information:

- (A) The name of the party who will be responsible for payment for the service provided.
- (B) The address or addresses or exact location of the premises where service is to be provided and billed.
- (C) Any information required to make a proper determination of appropriate creditworthiness.

2.6.2 Initiation of Service

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Service shall be deemed to be initiated upon the service activation date specified in the Customer contract.

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2.0 General Rules and Regulations (cont'd)

2.7 Deposits

2.7.1 Deposit Requirements

VP Telecom may require from any customer or prospective Customer a deposit to be held as a guarantee for the payment of charges. Any applicant who is either not a previous Customer having an established prompt payment record or whose credit record is not satisfactory may be required to pay a deposit. In its calculation of a Customer's creditworthiness, VP Telecom will use trading banking references, credit reports, and any other information pertinent to a Customer's credit. Any deposit required shall be confirmed in writing to the Customer not later than the time of the next billing. Such confirmation shall, in separate columns, itemize deposits for abnormal toll usage and regulated services and identify deposits for other services, and shall state that no deposit other than for toll and regulated services is required to obtain basic local service.

2.7.2 Amount of Deposit

The amount of the deposit shall not be more than two (2) months of usage of VP Telecom's services for any specific Customer. The amount of such usage may be estimated from past usage, or the Customer's estimated anticipated usage. The amount of deposit may exceed this total when services are provided for shorter periods of time or special occasions.

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2.0 General Rules and Regulations (cont'd)

2.7 Deposits (cont'd)

2.7.3 New or Additional Deposit

A new or additional deposit may be required to cover the amount provided in Section 2.7.2 above when a deposit has been refunded or is found to be inadequate by virtue of abnormal toll usage or nonpayment. Written notice shall be mailed advising the Customer of any new or additional deposit requirement, and the Customer shall have twelve (12) calendar days from the date of mailing to comply. The new or additional deposit is payable at the address specified in Section 2.7.4.

2.7.3.A Abnormal Toll Usage

For customers with at least six (6) consecutive months of service, "abnormal toll usage" is defined as at least a twenty-five percent (25%) increase in monthly usage charges amounting to at least twenty dollars (\$20). The Customer's average monthly bills for not less than the three (3) prior months shall be used in determining the increase. For Customers with less than six (6) consecutive months of service, "abnormal toll usage" is defined to exist when one (1) month's service exceeds the deposit attributable to the service by twenty-five percent (25%) amounting to at least twenty dollars (\$20).

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2.0 General Rules and Regulations (cont'd)

2.7 Deposits (cont'd)

2.7.4 Handling of Deposits

Deposits shall be sent or delivered to: VP Telecom, 1321 East 39<sup>th</sup> Street North, Sioux Falls, South Dakota 57104. VP Telecom will maintain records that show the name and address of each depositor, the amount and date of the deposit, and each transaction concerning the deposit. Unclaimed deposits, together with accrued interest, shall be credited to an appropriate account and shall be disposed of in accordance with law.

2.7.5 Receipts

A receipt of deposit will be furnished to each Customer from whom a deposit is received. Upon request, duplicate receipts will be provided to Customers who have lost their receipts if the deposits are substantiated by VP Telecom's records.

2.7.6 Customer Obligations

The existence of a deposit in no way relieves the Customer of the obligation to comply with VP Telecom's regulations for the prompt payment of bills.

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2.0 General Rules and Regulations (cont'd)

2.7 Deposits (cont'd)

2.7.7 Refund

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

2.8 Billing

2.8.1 Monthly Billing

Bills to Customers will be issued monthly unless VP Telecom is authorized by the Commission to bill at other than monthly intervals because of unusual circumstances. Local service charges, including installation charges, are billed in advance. Toll charges are billed in arrears.

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2.0 General Rules and Regulations (cont'd)

2.8 Billing (cont'd)

2.8.2 Bill Contents

The bill form or a bill insert will provide the following information: the dates at the beginning and end of the billing period; the last date for timely payment, which shall not be less than twenty (20) days after the bill is rendered; the amount of the net charge, stated by category, for local service, ancillary services and equipment, toll service, information service, sales tax and excise tax, and of any late payment charge, together with the gross amount of the bill, with separate entries for total amounts current or in arrears. VP Telecom will also comply with reasonable requests for bill detail.

2.9 Payment for Service

2.9.1 Late Penalty Charge

VP Telecom reserves the right to charge interest at the rate of 1.5% per month (unless a different rate is prescribed by law, in which event at the highest rate allowed by law) upon any unpaid amount commencing 30 days after the date of billing for all monthly recurring and non-recurring charges. Further, VP Telecom reserves the right to charge a minimum amount of \$3.00 or 1.5%, whichever is greater, as a late pay penalty on any billing or account which is in delinquent status.

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2.0 General Rules and Regulations (cont'd)

2.9 Payment for Service (cont'd)

2.9.2 Partial Payment

If a Customer makes a partial payment in a timely manner and does not designate the service for which payment is made, the payment shall first be applied to the undisputed balance for local service, with the remainder applied on a pro rata basis to regulated utility services and toll service. Any remainder will then be applied to deregulated and unregulated services other than toll. Any late payment penalty charge will be applied only to the outstanding balance for utility services, except interstate toll and related taxes.

2.9.3 Timely Payment for Residential Customers

Each residential Customer is permitted to have a last day for timely payment changeable for cause in writing.

2.9.4 Collection

No collection efforts other than the rendering of the bill shall be undertaken until the delinquency date.

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2.0 General Rules and Regulations (cont'd)

2.9 Payment for Service (cont'd)

2.9.5 Taxes and Fees

Any governmental assessments, fees, licenses, or other similar taxes or fees imposed upon VP Telecom on a per-call basis shall be charged to Customers receiving VP Telecom's service within the territorial limits of the governmental authority imposing such taxes and fees. Such taxes and fees will be allocated among such Customers uniformly on the basis of Customers' monthly charges for the types of service made subject to the taxes or fees. Such taxes and fees will be separately stated on bills.

Federal Access (EUCL), Single Line Business, Multi-Line, LNP, PICC, USF and TRS surcharges will also be charged where applicable.

2.10 Disputes and Complaints

2.10.1 Disputed Bills

In the event of a dispute concerning the bill, VP Telecom will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 2.10.2 shall continue, and for not less than forty-five (45) days after the rendering of the disputed bill, the service shall not be disconnected for nonpayment of the disputed amount. The 45-day period may be extended by up to sixty (60) days if requested of VP Telecom by the Commission in the event the Customer files a written complaint with the Commission. If a Customer does not give VP Telecom written notice of a dispute with respect to VP Telecom's charges within two (2) years from the latter of the date of the bill or the date of the

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discovery of the dispute, the bill shall be deemed correct and binding upon the Customer.

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2.0 General Rules and Regulations (cont'd)2.10 Disputes and Complaints (cont'd)2.10.2 Complaint Procedures

Inquiries, general questions, or complaints may be directed informally to VP Telecom by telephone, in person, or in writing at VP Telecom's office located at 1321 East 39<sup>th</sup> Street North, Sioux Falls, South Dakota 57104. Business customers can reach VP Telecom's customer service department by dialing: 866-834-7837. Residential customers can reach VP Telecom's customer service department by dialing: 866-834-7837. VP Telecom's customer service department accepts calls 8:00 a.m. to 5:00 p.m., Central Standard Time, Monday through Friday, normal business hours. Complaints concerning the charges, practices, facilities or services of VP Telecom will be investigated promptly and thoroughly. VP Telecom will keep records of each complaint showing the name and address of the complainant, the date and nature of the complaint, its disposition, and all other pertinent facts dealing with the complaint that will enable VP Telecom to review and analyze its procedures and actions. The records maintained by VP Telecom under this tariff will be available for inspection by the Commission or its staff upon request. Within thirty (30) days of the receipt of a written complaint, VP Telecom will provide written notice to the Customer of the status of the complaint. Each Customer may file with the Commission for resolution of disputes. Each complainant will be notified of the complainant's right to contact the Commission at:

South Dakota Public Utilities Commission  
State Capitol, 500 E. Capitol  
Pierre, South Dakota 57501-5070  
Phone: 1-800-332-1782  
The Commission's toll free number for the hearing  
impaired is: TYY Through Relay South Dakota  
1-800-877-1113.

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2.0 General Rules and Regulations (cont'd)

2.10 Disputes and Complaints (cont'd)

2.10.3 Bill Insert or Notice

VP Telecom shall notify Customers, by bill insert or notice on the bill form, of the address and telephone number where a VP Telecom representative qualified to assist in resolving the complaint can be reached. The bill insert or notice on the bill will be provided no less than annually.

2.11 Service Refusal, Disconnection, and Suspension

2.11.1 Notice of Pending Disconnection

Prior to the disconnection of service, VP Telecom shall provide a written notice to the Customer setting forth the reason for disconnection and the final date by which the account is to be settled or specific action taken. Final dates shall be no less than five (5) calendar days with respect to an unpaid bill and no less than twelve (12) days with respect to an unpaid deposit, after the notice is rendered. The notice shall be considered rendered to the Customer when deposited in the U.S. Mail with postage prepaid. If delivery is by other than U.S. Mail, the notice shall be considered rendered when delivered to the last known address of the person responsible for payment for the service. The notice will specify (866) 834-7837 as a number at which a VP Telecom representative can be reached to provide additional information about the disconnection.

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2.0 General Rules and Regulations (cont'd)

2.11 Service Refusal, Disconnection, and Suspension (cont'd)

2.11.2 Reasons for Service Refusal, Disconnection, and Suspension

Service may be refused, disconnected, or suspended:

- (1) Without notice if a condition on the Customers' premises is determined by VP Telecom to be hazardous.
- (2) Without notice if the customer uses the service in such a manner as to adversely affect VP Telecom's equipment or VP Telecom's service to others.
- (3) Without notice if equipment furnished, leased, or owned by VP Telecom is subject to tampering.
- (4) Without notice if there is unauthorized use. Unauthorized use includes, without limitation, use or attempted use for an unlawful purpose and/or use or attempted use in any fraudulent manner.

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2.0 General Rules and Regulations (cont'd)

2.11 Service Refusal, Disconnection, and Suspension (cont'd)

2.11.2 Reasons for Service Refusal, Disconnection, and Suspension  
(cont'd)

- (5) If there are reasonable grounds to believe there is a violation of or noncompliance with VP Telecom's regulations on file with the Commission, municipal ordinances, or law.
- (6) If the Customer or prospective Customer fails to furnish service equipment, permits, certificates, or rights-of-way specified to be furnished in VP Telecom's regulations filed with the Commission as conditions for obtaining service, or withdraws such equipment or terminates those permissions or rights, or fails to fulfill the contractual obligations imposed upon the Customer as conditions of obtaining service. However, no service shall be disconnected for this reason on the day preceding or day on which VP Telecom's office at the address specified in Section 2.7.4 is closed.
- (7) If the Customer fails to permit VP Telecom reasonable access to its equipment. However, no service shall be disconnected for this reason on the day preceding or day on which VP Telecom's office at the address specified in Section 2.7.4 is closed.
- (8) If the Customer routinely uses abusive or profane language or makes physical threats in conversations with VP Telecom personnel, or otherwise abuses access to customer service personnel by making repeated unwarranted calls that are unrelated to specific service issues. However, no service shall be disconnected for this reason on the day preceding or day on which VP Telecom's office at the address specified in Section 2.7.4 is closed.

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2.0 General Rules and Regulations (cont'd)

2.11 Service Refusal, Disconnection, and Suspension (cont'd)

2.11.3 Refusal, Disconnection, and Suspension of Service for Nonpayment of Bill or Deposit

Except as restricted by Section 2.11.4, service may be refused based on the credit history of the applicant. In all cases, the applicant will be advised of the reasons for the denial of credit. Service may also be refused, disconnected, or suspended for nonpayment of a bill or deposit if VP Telecom has made a reasonable attempt to effect collection and:

- (1) VP Telecom has provided the Customer with five (5) days' prior written notice with respect to an unpaid bill and twelve (12) days' prior written notice with respect to an unpaid deposit. However, disconnection may take place prior to the expiration of the 5-day unpaid bill notice period if VP Telecom determines from verifiable data that usage during the 5-day notice period is so abnormally high that a risk of irreparable revenue loss is created.
- (2) In the event of a dispute concerning the bill, VP Telecom will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 2.10.2 shall continue, and for not less than forty-five (45) days after the rendering of the disputed bill, the service shall not be disconnected for nonpayment of the disputed amount. The 45-day period may be extended by up to sixty (60) days if requested of VP Telecom by the Commission in the event the Customer files a written complaint with the Commission.

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2.0 General Rules and Regulations (cont'd)

2.11 Service Refusal, Disconnection, and Suspension (cont'd)

2.11.3 Refusal, Disconnection, and Suspension of Service for Nonpayment of Bill or Deposit (cont'd)

However, in no event shall service be disconnected for nonpayment of a bill or deposit on the day preceding or day on which VP Telecom's local business office or local authorized agent is closed.

2.11.4 Insufficient Reasons for Refusal, Suspension, or Discontinuance of Service

The following reasons are not sufficient cause for refusal, suspension, or discontinuance of service to a present or prospective customer:

- (1) Delinquency in payment for service by a previous occupant of the premises to be served.
- (2) Failure to pay for terminal equipment, new inside station wiring or other merchandise purchased from VP Telecom.
- (3) Failure to pay the bill of another Customer as guarantor thereof.
- (4) Permitting another occupant of the premises access to the telephone utility service when that other occupant owed an uncollectible bill for service rendered at a different location.
- (5) Failure to pay for information service not regulated by the Commission.

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2.0 General Rules and Regulations (cont'd)

2.11 Service Refusal, Disconnection, and Suspension (cont'd)

2.11.5 Medical Emergency

Notwithstanding any other provision of this tariff, VP Telecom will postpone the disconnection of service to a residential Customer for a reasonable time, not to exceed thirty (30) days, if the Customer produces verification from a physical or a public health or social services official stating that telephone service is essential due to an existing medical emergency of the Customer, a customer of the Customer's family, or any permanent resident of the premises where service is rendered. This written verification shall identify the medical emergency and specify the circumstances. Initial verification may be by telephone if written verification is forwarded to VP Telecom within five (5) days.

2.11.6 Temporary Service

When VP Telecom renders temporary service to a Customer, the Customer may be required by VP Telecom to bear the entire cost of installing and removing the service facilities in excess of any salvage realized.

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2.0 General Rules and Regulations (cont'd)

2.12 Cancellations and Deferments of Service

When a Customer cancels or defers an order for service before the service is activated, a charge applies that will allow VP Telecom to recover its unrecovered costs, including but not limited to outside vendor charges, engineering, labor, materials, and equipment. Charges apply as follows:

2.12.1 Cancellation

In a cancellation situation, the charge is equal to the unrecoverable costs incurred prior to the request for cancellation and the costs of removal, restoration, and disposal, if any, to comply with the cancellation. Those costs include, but are not limited to, costs of outside vendors, engineering, labor, nonrecoverable materials, and equipment expense.

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2.0 General Rules and Regulations (cont'd)

2.12 Cancellations and Deferments of Service (cont'd)

2.12.2 Deferment of Start of Service

If a request for deferment of service is received by VP Telecom prior to the date an order for equipment or service is placed with VP Telecom's supplier, no charge shall apply. For deferments received by VP Telecom subsequent to the date the order for equipment or service is placed with VP Telecom's supplier, a monthly recurring charge based upon the costs incurred prior to the request for the deferment applies. This monthly rate shall be equal to the deferred investment multiplied by the monthly prime interests rate as announced by First Premier Bank of Sioux Falls, SD., plus recurring costs resulting directly from the deferral such as storage, taxes, etc. In addition, any extraordinary nonrecurring costs resulting from the deferral, such as additional engineering, labor, and transportation, shall be billed in total. Billing shall start at the beginning of the month of deferment and extend to the start of service. Charges shall not exceed the monthly rate that would have applied had the service been established. VP Telecom will also charge the Customer who defers service any and all rates and charges incurred by VP Telecom for any leased facilities for which VP Telecom is held responsible. VP Telecom will make a good faith effort to minimize those rates and charges wherever possible.

2.13 Special Promotions

From time to time VP Telecom may engage in special service offerings of limited duration. These promotions may be in the form of waived or reduced recurring and nonrecurring fees, lowered usage charges, or other actions designed to attract new customers or to increase existing Customer awareness of a particular service. For jurisdictional services, VP Telecom shall file informational tariffs prior to engaging in South Dakota-specific promotions.

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2.0 General Rules and Regulations (cont'd)

2.14 Information Service Access Blocking

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

2.15 Emergency Call Handling Procedures

Emergency 911 calls are placed by dialing the digits "911". Such calls are not routed to VP Telecom, but are routed by Qwest Communications, Inc., through the local network to the appropriate public safety answering point. Qwest will forward to the public safety answering point the address of the dialing station that has been provided to Qwest by VP Telecom.

2.16 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that interruption affects.

2.16.1 Credit for Interruptions

2.16.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it

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for testing and repair, it is considered to be impaired, but not interrupted.

2.0 General Rules and Regulations (cont'd)

2.16.1.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

2.16.1.3 A credit allowance will be given for interruptions of two hours or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>To Be Credited</u>	<u>Interruption Period</u>
Less than two hours	None	
2 hours up to but not including 6 hours	1/4 Day	
6 hours up to but not including 9 hours	2/5 Day	
9 hours up to but not including 12 hours	3/5 Day	
12 hours up to but not including 15 hours	4/5 Day	
15 hours up to but not including 24		

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hours

One Day

Two or more interruptions of 1 hour or more during any one 24-hour period shall be considered as one cumulative interruption.

2.0 General Rules and Regulations (cont'd)

2.16 Allowances for Interruptions in Service (cont'd)

Interruptions Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credit will be allowed for any one month period.

3.0 Description of Services Offered

3.1 Local Service

3.1.1 Nature of Service

Local Service is a telephone service that allows customers to originate calls at locations within the service area described in Section 5.0 and terminate calls within the local calling area and EAS area of those locations, and within the LATA in which the call originates.

3.1.2 Availability

VP Telecom offers this service in the service area described in Section 5.0.

3.1.3 Reserved for Future Use

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3.0 Description of Services Offered (cont'd)

3.1 Local Service (cont'd)

3.1.4 Specific Local Service Options

The following services comprise Local Service:

3.1.4.A. Local Line Service

Local Line Service will allow Customers to make local calls from the Customer's telephone station. In addition to the completion of local calls, the following features will be available at no extra charge: consultation hold, call transfer, and three-way calling.

3.1.4.A.1 Consultation Hold

The ability to hold a call in progress by depressing and releasing the switchhook or flash button, dialing a third party in privacy, then returning to the original call within a predetermined amount of time.

3.1.4.A.2 Call Transfer

The ability to forward a call in progress to another station.

3.1.4.A.3 Three-Way Calling

The ability to add a third line to an established conversation.

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3.0 Description of Services Offered (cont'd)

3.1 Local Service (cont'd)

3.1.4 Specific Local Service Options (cont'd)

3.1.4.A Local Line Service (cont'd)

3.1.4.A.4 Reserved for Future Use

3.1.4.B Additional Options

Additional features may be purchased by Customers in basic exchange areas where available. The charges for these services will be set forth in Rate Table 1. The following is a list of basic optional features, not limited to all features that may be added to local services.

Additional Listing	Alternative Listing
Call Answering Service	Call Curfew
Call Forward – Don't Answer	Call Forward Busy
Call Forward – Don't Answer	Call Forward Busy
Call Forward Busy Don't Answer	Call Forward Variable
Call Forwarding	Call Identification
Call Rejection	Call Waiting
CCMS Package	Continuous Redial
Cross Reference Listing	Custom Ringing
Dial Lock	Foreign Listing
Message Wait Indicator	Priority Call
Remote Access Forwarding	Scheduled Call Forward
Selective Call Forward	Speed Calling (8)
Speed Calling (30)	Three-way Calling

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3.0 Description of Services Offered (cont'd)

3.1 Local Service (cont'd)

3.1.4 Specific Local Service Options (cont'd)

3.1.4.C Directory Listing Service

This service will entitle the Customer to a one-line listing in both the "white" and the "yellow" pages of a local telephone directory.

3.1.4.D Reserved for Future Use

3.1.5 Intercept Services

Intercept Services provide new number or explanatory information to callers dialing changed or disconnected numbers for a specified period of time: Up to 12 months for business customers and 3 months for residential customers. Extended durations may also be available. The services include messages delivered either mechanically or by operator. These services apply to temporary and permanently disconnected numbers.

**Basic Intercept** includes all intercept recordings that do not provide the new number information. **New Number Referral Service** includes all intercept recordings that provide the new number information.

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3.0 Description of Services Offered (cont'd)

3.2 Directory Assistance

3.2.1 Nature of Service

Directory Assistance (DA) Service is defined as furnishing aid in obtaining telephone numbers.

3.2.2 Availability

DA is available to all Customers.

3.2.3 Maximum Number of Requests Per Call

A maximum of two requests for telephone numbers will be accepted per call to the DA operator. A telephone number that is not listed in the DA records will not be available to the Customer.

3.2.4. Operator Limitations

The Directory Assistance operator will not transfer, forward or redial a Customer's call to any other location for any purpose other than provision of DA service.

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3.0 Description of Services Offered (cont'd)

3.2 Directory Assistance (cont'd)

3.2.5 Persons and Locations Exempt from DA Charges

3.2.5.A Persons Exempt from All DA Charges

Any customer who is visually, physically or mentally handicapped in a way that makes the Customer unable to utilize a telephone directory shall be exempt from charges for DA. The Customer must provide VP Telecom with certification of this condition. Certification from a doctor, psychologist, psychiatrist, county or state social service agency, or similar person or agency will be acceptable. The exemption is effective prospectively and also retroactively for the month prior to the presentation of the certificate to VP Telecom.

3.3 Operator Services

VP Telecom does not offer operator services, but reserves the right to contract with Third Party Vendors. Charges for these services are set forth in 4.1.2.

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3.0 Description of Services Offered (cont'd)

3.4 Conference Calling Service

Conference Calling is the ability to have multiple parties listen and participate in meetings via telephone. All conference calling customers must have local and/or long distance services with VP Telecom. Usage rates are \$.25 per minute, per caller. Calls will be billed in 60 second increments, with 60 second minimum. Operator assisted conference calls will be billed an additional \$1.00 per caller.

3.5 Reserved for future use

3.6 Long Distance Interexchange Services

3.6.1 Nature of Service

VP Telecom long distance services are interexchange telephone services that allow customers to originate and terminate calls at locations within the state of South Dakota. Usage charges are generally based on the distance, duration, and time of day of each call.

3.6.2 Availability

VP Telecom offers long distance interexchange services in South Dakota. All customers not pre-subscribed to VP Telecom's intrastate long distance calls will be billed at the basic message toll service rates set forth in Table 3. The calls will be billed at a one minute minimum and rounded to the next minute for calls lasting more than one minute.

3.6.3 Reserved for Future Use

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3.0 Description of Services Offered (cont'd)

3.7 800 Services

3.7.1 Nature of Services

VP Telecom 800 services are inward WATS services that permit intrastate calls to a Customer's station in one location from stations in diverse geographical locations, and for which the VP Telecom Customer is billed for the calls rather than the call's originator. Unless otherwise specified, all VP Telecom 800 calls are subject to a 30-second minimum billing increments. All calls are rounded up to the next higher 6-second increment. In addition, Customers may also order Originating ANI Sorting, which provides the Customer with a detailed monthly analysis of the originating telephone numbers of those placing 800 calls at no charge.

3.8 Promotional Offerings

From time to time VP Telecom may engage in special promotions of limited duration not exceeding ninety (90) days. These promotions may be in the form of waived or reduced recurring and nonrecurring fees, lowered usage charges, or other actions designed to attract new customers or to increase existing Customer awareness of a particular service. All promotions will be offered on a non-discriminatory basis to eligible customers.

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3.0 Description of Services Offered (cont'd)

3.9 Reserved For Future Use

4.0 Rates and Charges

4.1 Nonrecurring Charges ("NRC")

4.1.1 Early Termination Charges

If a Customer terminates service prior to the expiration of the term of the contract, the Customer will be required to pay the early termination charge in accordance with the Customer's contract for service.

4.1.2 Third Party Vendor Charges

Customers may also be charged for certain charges incurred by VP Telecom (at the Customer's instruction) in obtaining services from third party vendors. At the earliest opportunity, the Customer will be advised of the nature of the charges and the estimated amount of the charges. Unless otherwise provided in this tariff, where charges are incurred for a service purchased from a tariffed carrier in South Dakota, the charges will be the tariffed retail rate of the underlying carrier.

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4.0 Rates and Charges (cont'd)

4.1 Nonrecurring Charges (cont'd)

4.1.3 Nonrecurring Charges

This is a one-time charge that applies for work involved in receiving, recording, transmitting, and acting upon information to connect, reconnect, move, or change telephone service initiated at the customer's request. When a customer's service has been denied because of nonpayment for service, the service will be restored upon the payment of, or arrangements for the payment of, all charges due plus a service order charge. No service order charges will apply for company initiated work. Rates for Non-Recurring Charges will be set forth in Local Services Rate Table 1.

4.1.4 Reconnect Fee

Reconnect Fee charge: \$50.00 for first line  
\$25.00 for each additional line

This charge applies to reconnection of service after dial tone has been suspended or service has been disconnected.

4.1.5 Nonsufficient Funds Charge (NSF Checks)

NSF check charge: \$25.00  
This charge applies when a check has been returned by the bank for non-payment.

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4.0 Rates and Charges (cont'd)

4.2 Usage Rates

4.2.1 Local Service

Local service is billed at flat monthly rates for calls within the local calling area. Rates for local line service are set forth in Rate Table 1 in Section 4.4.1.

4.2.2 Directory Assistance

Rates for DA calls are set forth in Rate Table 2 in Section 4.4.2. In the event that a DA operator is unable to provide the requested telephone number, the charges will still apply. Certain persons are exempt from DA charges as provided in Section 3.2.5.

4.2.3 Long Distance Interexchange Services

4.2.3.A A Chargeable Time

Chargeable time begins when the connection is established between the calling station and the called station. Chargeable time ends when either side of the connection is terminated. Chargeable time does not include time lost because of faults or defects in the service.

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4.0 Rates and Charges (cont'd)

4.2 Usage Rates (cont'd)

4.2.3 Long Distance Interexchange Services (cont'd)

4.2.3.B Reserved for Future Use

4.2.3.C Calculation of Charges

Charges will be calculated according to the rates and call timing set forth in each Rate Table 3.

4.2.3.D Time of Day

All periods ending on a specific hour run to, but not including, the stated hour.

4.2.3.D.1 Day Rates

Day rates are applicable from 8:00 a.m. to 5:00 p.m., Monday through Friday.

4.2.3.D.2 Evening Rates

Evening rates are applicable from 5:00 p.m. to 11:00 p.m., Sunday through Friday.

4.2.3.D.3 Night/Weekend Rates

Night/weekend rates are applicable at all times not listed for day or evening rates.

4.2.3.D.4 Peak/Off-Peak Rates

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As an alternative to the foregoing time-of-day periods, some options allow for peak rates (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and off-peak rates (all other times).

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4.0 Rates and Charges (cont'd)

4.2 Usage Rates (cont'd)

4.2.3 Long Distance Interexchange Services (cont'd)

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4.0 Rates and Charges (cont'd)

4.2 Usage Rates (cont'd)

4.2.3 Long Distance Interexchange Services (cont'd)

4.2.3.E Reserved For Future Use

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4.0 Rates and Charges (cont'd)

4.2 Usage Rates (cont'd)

4.2.3 Long Distance Interexchange Services (cont'd)

4.2.3.E Reserved For Future Use

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4.0 Rates and Charges (cont'd)

4.2 Usage Rates (cont'd)

4.2.3 Long Distance Interexchange Services (cont'd)

4.2.3.E Reserved For Future Use

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4.0 Rates and Charges (cont'd)

4.2 Usage Rates (cont'd)

4.2.3 Long Distance Interexchange Services (cont'd)

4.2.3.E Reserved For Future Use

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4.0 Rates and Charges (cont'd)

4.2 Usage Rates (cont'd)

4.2.4 800 Rates and Charges

4.2.4.A Monthly Charges

Customers are charged \$5.00 per month per 800 line. Customers ordering Area Code Blocking will be charged a one-time \$100 fee. Customers ordering Originating ANI Sorting will be charged a one-time \$25.00 fee.

4.2.4.B Usage-Sensitive Rates

All incoming calls are charged at the same rate regardless of point of origin. Day or peak rates are applicable from 8:00 a.m. to 5:00 p.m. Monday-Friday. Rates are set forth at Rate Table 4 in Section 4.4.4.

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Effective: \_\_\_\_\_

Issued By:

Brad VanLeur, President  
VP Telecom, Inc.  
1701 N. Louse Ave.  
Sioux Falls, S.D. 57107  
Phone: (605) 977-6900

VP Telecom, Inc.

Tariff No. 1  
Original Page No. 70

State of South Dakota  
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4.0 Rates and Charges (cont'd)

4.3 Reserved For Future Use

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Phone: (605) 977-6900

4.0 Rates and Charges (cont'd)

4.4 Rate Tables

4.4.1 Rate Table I: Local Service Monthly Rates

Local Residential Line                      \$18.25 per month

Non-Recurring                                \$25.00

Local Business Line                        \$31.00 per month

Non-Recurring                                \$47.00

Local Business Lines with LD with term agreement

Monthly Line Rates

Includes feature package of: call fwd, call fwd busy, call waiting, 3 way calling, consult hold and call transfer	12m	24m	36m
	\$30.95	\$28.95	\$26.95

Local Business Lines with LD with term agreement

Monthly Line Rates

Includes feature package of: call fwd, Call fwd busy, call waiting 3 way calling Consult hold, call transfer, call drop, call Pick-up, caller id, and speed calling.	12m	24m	36m
	\$35.95	\$33.95	\$31.95

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4.0 Rates and Charges (cont'd)

4.4 Rate Tables (cont'd)

4.4.1 Rate Table 1: Local Service Monthly Rates (cont'd)

Wire Maintenance Plan	\$2.00 per month
Repair Inside Wire w/o maintenance plan	\$60.00 per hour
Measured Local Usage Lines	\$.035 per min

Directory Listings

Listed	free
Additional Listings	\$2.00 per month
Non-Listed (non-pub-DA only)	\$2.00 per month
Non-Published	\$2.00 per month

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4.0 Rates and Charges (cont'd)

4.4 Rate Tables (cont'd)

4.4.1 Rate Table 1: Local Service Monthly Rates (cont'd)

Reserved for Future Use.

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4.0 Rates and Charges (cont'd)

4.4 Rate Tables (cont'd)

4.4.1 Rate Table 1: Local Service Monthly Rates (cont'd)

Reserved for Future Use.

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4.0 Rates and Charges (cont'd)

4.4 Rate Tables (cont'd)

4.4.1 Rate Table 1: Local Service Monthly Rates (cont'd)

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4.0 Rates and Charges (cont'd)

4.4 Rate Tables (cont'd)

4.4.2 Rate Table 2: Directory Assistance Rates

Each Call to Directory Assistance	\$0.85
Directory Assistance Call Completion	\$0.35

4.4.3 Rate Table 3: IntraState Long Distance Rates

Pre-subscribed	\$.119
Pre-subscribed with Local	\$.079
Non-subscribed	\$.26

4.4.4 Rate Table 4: 800 Rates

Toll Free 800,888,877,866	\$.119
Toll Free 800,888,877,866, with Local	\$.079

A surcharge of \$.35 will be added to any toll free calls made from a payphone.

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State of South Dakota  
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Effective: August 6, 2002

5.0 Service Areas5.1 General

VP Telecom offers Local Exchange Service within certain Qwest Exchange Areas and Local Calling Areas as set forth in 5.2 below.

5.2 Market Exchanges

The following Local Exchanges will be served by VP Telecom pursuant to an approved Interconnection Agreement between Qwest and VP Telecom.

Aberdeen	Huron	Redfield
Arlington	Iroquois	Sioux Falls
Belle Fourche	Lake Preston	Sisseton
Canton-Fairview	Lead	Spearfish
Cavour	McIntosh	Sturgis
Chamberlain	Madison	Tea
Colman	Milbank	Timber
DeSmet	Miller	Vermillion
Elk Point	Mitchell	Volga-Bruce
Flandreau	Morristown	Watertown
Harrisburg	Pierre-Ft. Pierre	Whitewood
Hill City	Rapid City	Yankton

6.0 Reserved for Future Use

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VP Telecom, Inc.  
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Phone: (605) 977-6900

**South Dakota Public Utilities Commission**  
**WEEKLY FILINGS**  
**For the Period of August 15, 2002 through August 21, 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

**ELECTRIC**

**EL02-017 In the Matter of the Joint Request for an Electric Service Territory Boundary Change between the City of Fort Pierre and West Central Electric Cooperative, Inc.**

On August 16, 2002, the City of Fort Pierre and West Central Electric filed for approval an agreement with respect to territorial service areas. The joint agreement provides that the following territory shall become the service territory of the City of Fort Pierre: the South one-half of the Southeast one-fourth of Section 17, and the South one-half of the Southwest one-fourth of Section 16, Township 5 North, Range 31 East of the Fifth Principal Meridian, Stanley County, South Dakota, and land immediately to the east thereof, extending to the Missouri River, which provides the eastern boundary of said area, the foregoing parcels lying adjacent and immediately north of the north boundary line of the city limits of the City of Fort Pierre.

Staff Analyst: Michele Farris  
Staff Attorney: Karen Cremer  
Date Docketed: 08/16/02  
Intervention Deadline: 09/06/02

**EL02-018 In the Matter of the Request for an Electric Service Territory Exception between Clay-Union Electric Corporation and the City of Vermillion.**

On August 19, 2002, Clay-Union Electric Corporation filed a request for approval for the transfer of an electric service customer. Clay-Union Electric has agreed to release Rollie and Sue French's electric service to the City of Vermillion. All parties are in agreement to the electric service exchange.

Staff Analyst: Michele Farris  
Staff Attorney: Kelly Frazier  
Date Docketed: 08/19/02  
Intervention Deadline: 09/04/02

**TELECOMMUNICATIONS**

**TC02-107 In the Matter of the Filing by VP Telecom, Inc. for Approval of its Intrastate Switched Access Tariff and for an Exemption from Developing Company Specific Cost-Based Switched Access Rates.**

VP Telecom has filed a request for an exemption from developing company-specific cost-based switched access rates contained in ARSD 20:10:27:07. The Company indicates that it does not have the available resources to determine company-specific cost-based intrastate switched access rates. VP Telecom is also requesting a waiver from the process to determine switched access rates under ARSD 20:10:27:12.

Staff Analyst: Heather Forney  
Staff Attorney: Karen Cremer  
Date Docketed: 08/15/02  
Intervention Deadline: 09/06/02

**TC02-108 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement Between Qwest Corporation and New Edge Network, Inc. dba New Edge Networks.**

On August 21, 2002, the Commission received for approval a filing of an Amendment for DC Power Reduction Procedure, Collocation Transfer of Responsibility, Collocation Decommission and Collocation Cancellation to the Interconnection Agreement Between Qwest Corporation (Qwest) and New Edge Networks (New Edge) for the State of South Dakota. According to the filing, the Agreement is Amended by adding the terms and conditions (and associated rates where applicable) for DC Power Reduction Procedure, Collocation Transfer of Responsibility, Collocation Decommission and Collocation Cancellation as set forth in Attachments 1 through 4, and Exhibit A, attached to the filing. 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 10, 2002. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier  
Date Docketed: 08/21/02  
Initial Comments Due: 09/10/02

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You may subscribe or unsubscribe to the PUC mailing lists at <http://www.state.sd.us/puc>**

**VP TELECOM, INC.**  
1701 N. Louise Ave.  
Sioux Falls, SD 57107

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SEP 10 2002

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

September 9, 2002

South Dakota Public Utilities Commission  
500 East Capitol  
Pierre, South Dakota 57501-5070

Re: TC02-107

In the matter of the filing by VP Telecom, Inc. for approval of its  
Interstate Switched Access Tariff, and for an Exemption from  
Developing Company Specific Cost – Based Switched Access Rates.

Dear Ms. Forney:

Please find enclosed, 10 copies of VP Telecom's revised filing of its Switched Access  
Tariff with an effective date of September 9, 2002, to be filed with the South Dakota  
Public Utilities Commission.

Sincerely,



Brad VanLear  
President

BV/pb

Encl.

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

**IN THE MATTER OF THE PETITION )  
OF VP TELECOM FOR A WAIVER OF THE )  
REQUIREMENTS OF ARSD 20:10:27:7 )  
REQUIRING A SWITCHED ACCESS COST ) TC02 \_\_\_\_\_  
STUDY, A WAIVER OF ARSD 20:10:27:12, )  
AND APPROVAL OF ITS PROPOSED TARIFF )  
CONTAINING INTRASTATE SWITCHED )  
ACCESS RATES )**

**PETITION**

COMES NOW VP Telecom (“Petitioner” or “VP Telecom”) and shows the Public Utilities Commission of South Dakota the following:

**I. PARTIES**

The Petitioner is VP Telecom, 1701 N. Louise Ave., Sioux Falls, S.D.

57107. All notices, pleadings, and other communications concerning this

Petition should be directed to:

Brad VanLeur  
VP Telecom  
1701 N. Louise Ave.  
Sioux Falls, S.D. 57107-0229  
Telephone: (605)977-6900  
Fax: (605) 373-9355  
Email: bvanleur@svtv.com

## II. FACTS

A. VP Telecom is authorized to provide facilities-based competitive local exchange telecommunications services and intrastate toll service, pursuant to a Commission Order.

B. VP Telecom requests a waiver of the switched access cost study components contained in ARSD 20:10:27:07 for the following reasons:

1. VP Telecom is a small company with limited financial, technical, and managerial resources.
2. VP Telecom does not have the resources necessary to determine company-specific cost-based intrastate switched access rates.
3. The additional costs associated with developing company-specific cost-based intrastate switched access rates outweigh any benefit to the consumer or customer.
4. VP Telecom provides service through resale and platform unbundled network elements ("UNE-P") obtained from Qwest Communications, the incumbent local exchange company ("ILEC").

5. Because VP Telecom obtains all of its switched access elements from the ILEC, its costs for switched access service elements are at least as much as the ILEC's costs for those elements.
6. VP Telecom proposes to mirror the intrastate switched access rates of the ILEC contained in Qwest Access Service Tariff, State of South Dakota, Sections 3.9 and 6.8. unless directly contracted with VP Telecom.
7. The use of rates identical to the ILEC's rates for intrastate switched access will result in less confusion to long distance providers and to consumers that review and evaluate the companies' rates for provision of switched access services.

C. VP Telecom requests a waiver of ARSD 20:10:27:12 for the following reasons:

1. ARSD 20:10:27:12 would require VP Telecom to base its intrastate switched access rates on the costs of all the telecommunications companies with less than 100,000 access lines.
2. Under ARSD 20:10:27:12 VP Telecom would be required to charge a substantially higher intrastate switched access rate than the ILEC.

3. VP Telecom's proposed rates follow the Federal Communications Commission guideline that generally prohibit switched access rates higher than those charged by the ILEC. In the Matter of Access Charge Reform, Seventh Report and Order and Further Notice of Proposed Rulemaking, FCC 01-146, April 27, 2001.

D. VP Telecom requests expedited approval of the proposed tariff with an effective date as early as allowed by South Dakota statutes and the Commission's rules.

1. The Petitioner's proposed rates mirror the ILEC's rates contained in Qwest Access Service Tariff, State of South Dakota, Sections 3.9 and 6.8.
2. The ILEC's rates have been reviewed and approved by this Commission.
3. The Petitioner's proposed rates follow the Federal Communications Commission guideline that generally prohibit switch access rates higher than those charged by the ILEC. In the Matter of Access Charge Reform, Seventh Report and Order and Further Notice of Proposed Rulemaking, FCC 01-146, April 27, 2001.

### III. Legal Authority

Because the proposed tariff is an intrastate switched access tariff, the Public Utilities Commission has jurisdiction over this matter; authority to temporarily waive or suspend any rule in chapters 20:10:27 to 20:10:29, inclusive; and authority to waive company-specific cost-based switched access rates pursuant to SDCL Chapter 49-1-11, 49-31-5, and 49-31-18 and ARSD 20:10:27:01 et seq.

### IV. Relief Requested

VP Telecom respectfully requests 1) waiver of the switched access cost study components of ARSD 20:10:27:07; 2) waiver of the process to determine switched access rates under ARSD 20:10:27:12 that requires the Petitioner to base its switched access rates on the costs of all the telecommunications companies with less than 100,000 access lines; 3) approval of the Petitioner's proposed intrastate switched access tariff containing rates that mirror the ILEC's rates; and 4) expedited approval of the proposed tariff with an effective date as early as allowed by South Dakota statutes and the Commission's rules.

Dated: September 9, 2002

Respectfully submitted,

VP TELECOM, INC.

By: 

Brad VanLeur, President  
VP Telecom, Inc.  
1701 N. Louise Ave.  
Sioux Falls, SD 57107  
Phone: (605) 977-6900  
Fax: (605) 373-9355  
Email: [bvanleur@svtv.com](mailto:bvanleur@svtv.com)

VP Telecom, Inc.

Tariff No. 1  
Original Page No. 1

State of South Dakota  
Issued: August 6, 2002

Effective: August 6, 2002

Switched Access Services

---

Schedule of Rates, Rules and Regulations  
Governing Access Services  
Provided in the State of South Dakota

OFFERED BY

VP TELECOM, INC.

1701 N. Louise Ave.  
Sioux Falls, S.D. 57107

This tariff contains the descriptions, regulations, and rates applicable to furnishing of Service and facilities for access Services within the State of South Dakota by VP Telecom, Inc. This tariff is on file with the South Dakota Public Utilities Commission and copies may also be inspected during normal business hours at the following location: 1701 N. Louise Ave., Sioux Falls, S.D. 57107. To receive Services under the tariff, you can call 1-866-834-7837.

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Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued By:

Brad VanLeur, President  
VP Telecom, Inc.  
1701 N. Louise Ave.  
Sioux Falls, SD 57107  
605-977-6900

Switched Access Services

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**Explanation Of Symbols**

The following symbols shall be used in this Tariff for the purposes indicated below.

- (C) To signify changed listing, rule, or condition which may affect rates or changes.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase.
- (L) To signify material relocated from or to another part of Tariff Schedule with no change in text, rate, rules or conditions.
- (N) To signify new materials including listing, rate, rule or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but not change in rate, rule or condition.

In addition to symbols for changes, each provision or rate element changed will contain a vertical one line which will clearly show the exact number of lines being changed.

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605-977-6900

State of South Dakota  
Issued: August 6, 2002

Effective: August 6, 2002

Switched Access Services

---

**Application of Tariff**

This Tariff contains the Regulations and Rates applicable to intrastate Switched Access Services provided by Company within the State of South Dakota. Company's Services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.

The Rates and Regulations contained in this Tariff apply only to the Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or Services provided by a Local Exchange Telephone Company or other Common Carrier for use in accessing the Services of Company.

The Customer is entitled to limit the use of Company's Services by end users at the Customer's facilities, and may use other Common Carriers in addition to or in lieu of Company.

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Switched Access Services

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**Section 1 – Definition Of Terms**

Certain terms used generally throughout this Tariff for Communications Services of this Company are defined below.

**Advance Payment:** Part or all of a payment required before the start of Service.

**Authorized User:** A person, firm or corporation which is authorized by the Customer or Joint User to be connected to the Service of the Customer or Joint User, respectively.

**Bit:** The smallest unit of information in the binary system of notation.

**Commission:** South Dakota Public Service Commission

**Company:** VP Telecom, Inc., the issuer of this Tariff.

**Customer:** The person, firm or corporation which purchases Service and is responsible for the payment of charges and compliance with the Company's regulations.

**Dedicated:** A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

**End Office:** The term "end office" denotes the switching system office or serving wire center where Customer station loops are terminated for purposed of interconnection to each other and/or to trunks.

**Individual Case Basis (ICB):** A Service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

**Interconnect Carrier:** Any carrier that connects to Company's network for exchange of communications traffic.

**Joint User:** A person, firm or corporation which is designated by the Customer as a user of Services furnished to the Customer by the Company and to whom a portion of the charges for the Service will be billed under a Joint User arrangement as specified in the Company's Tariff.

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Sioux Falls, SD 57107  
605-977-6900

State of South Dakota  
Issued: August 6, 2002

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Switched Access Services

**Section 1 – Definition Of Terms (Continued)**

**LATA:** A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Price list F.C.C. No. 4.

**Major Service Interruption:** An interruption of Customer Service due to the Company’s negligence or due to its noncompliance with the provisions of this Tariff.

**PIU:** Percent Interstate Usage

**Premises:** The space occupied by a Customer, Authorized User or Joint User in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

**Recurring Charges:** The monthly charges to the Customer for Services, facilities and equipment, which continue for the agreed upon duration of the Service.

**Service Commencement Date:** The first day following the date on which the Company notifies the Customer that the requested Service or facility is available for use, unless extended by the Customer’s refusal to accept Service which does not conform to standards set forth in the Service Order or the Tariffs of the Company, in which case the Service Commencement Date is the date of the Customer’s acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

**Service Order:** The written request for Company Services submitted by the Customer in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth herein and pursuant to the Tariffs of the Company, but the duration of the Service is calculated from the Service Commencement Date.

**Shared:** A facility or equipment system or subsystem that can be used simultaneously by several Customers.

**Switched Access Service:** Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications.

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VP Telecom, Inc.  
1701 N. Louise Ave.  
Sioux Falls, SD 57107  
605-977-6900

Switched Access Services

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**Section 1 - Definition of Terms (Continued)**

**Transmission:** The sending of electrical or optical signals over a line to a destination.

**User:** A Customer, Joint User, or any other person authorized by a Customer to use Service provided to the Customer under VP Telecom, Inc.'s Tariff.

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VP Telecom, Inc.  
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Sioux Falls, SD 57107  
605-977-6900

Switched Access Services

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**Section 2 – Undertaking Of The Company**

**2.1 General**

- 2.1.1** The Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.
- 2.1.2** Customers and Users may use Services and facilities provided under the Tariffs of the Company to obtain access to Services offered by other companies. The Company is responsible for the Services and facilities provided under its Tariffs, and for its unregulated Services provided pursuant to contact, and it assumes no responsibility for any Service (whether regulated or not) provided by any other entity that purchases access to the Company's network in order to originate or terminate such entity's own Services, or to communicate with such entity's own Customers.
- 2.1.3** The Company shall have no responsibility with respect to billings, charges or disputes related to Services used by the Customer which are not included in the Services herein including, without limitation, any local, regional or long distance Services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such Services and for the resolution of any disputes or discrepancies with the Service provider.

**2.2 Description of Service**

VP Telecom's Service consists of any of the business Services offered pursuant to this Tariff, either individually or in combination. Each business Service is offered independent of the others, unless otherwise noted. Service is offered via the Company's facilities or in combination with transmission facilities provided by other certificated carriers.

**2.3 Application for Service**

Customers desiring to obtain VP Telecom's Service must complete the Company's standard Service order form(s).

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**Section 2 – Undertaking Of The Company (Continued)**

**2.4 Shortage of Equipment or Facilities**

- 2.4.1** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control, on a nondiscriminatory basis.
- 2.4.2** The furnishing of Service under the Tariffs of the Company is subject to the availability on a continuing basis of all the necessary facilities and is limited to the reasonable capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish Service from time to time as required at the sole discretion of the Company.

**2.5 Terms and Conditions**

- 2.5.1** Service shall be provided on the basis of a minimum period of at least one (1) year.
- 2.5.2** Customers may be required to enter into written Service orders which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Services, and the terms and conditions in the Tariffs of the Company. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.5.3** At the expiration of the initial term specified in each Service Order, or in any extension thereof, Service shall continue on a month-to-month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service order and the Tariffs of the Company prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service order shall survive such termination.
- 2.5.4** In any action between the parties to enforce any provision of the Tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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**Section 2 – Undertaking Of The Company (Continued)**

**2.5 Terms and Conditions (Continued)**

**2.5.5** The Tariffs of the Company shall be interpreted and governed by the laws of the State of South Dakota without regard for its choice of laws provision.

**2.6 Liability of the Company**

**2.6.1** The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services or arising out of the failure to furnish the Service, whether caused by acts or omissions, shall be limited to the extension of allowances for interruption as set forth in Section 9.0, following. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer or User as a result of any Company Service, equipment or facilities, or the acts or omissions or negligence of the Company, Company's employees or agents.

**2.6.2** The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

**2.6.3** The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers or Users facilities or equipment used for or with the Services the Company offers.

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**Section 2 – Undertaking Of The Company (Continued)**

**2.6 Liability of the Company (Continued)**

- 2.6.4** The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or User or due to the failure or malfunction of Customer or User-provided equipment or facilities.
- 2.6.5** The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided.
- 2.6.6** The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this paragraph as a condition precedent to such installations.
- 2.6.7** The Company is not liable for any defacement of or damage to Customer or User premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company’s agents or employees.
- 2.6.8** The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by Customer for the specific Services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the Service is rendered, or as required by South Dakota law.
- 2.6.9** The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.

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**Section 2 – Undertaking Of The Company (Continued)****2.6 Liability of the Company (Continued)**

**2.6.10** The Company shall not be liable for any damages resulting from delays in meeting any Service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

**2.6.11** The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.

**2.6.12 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN ITS TARIFFS.**

**2.6.13** The Company shall not be liable for any damages whatsoever associated with Service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing Services, facilities or equipment used for or in conjunction with VP Telecom.

**2.7 Notification of Service Affecting Activities**

To the extent possible, the Company will provide the Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' Services. No specific advance notification period is applicable to all Service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned Service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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**Section 2 – Undertaking of the Company (Continued)**

**2.8 Provision of Equipment and Facilities**

- 2.8.1** All Services along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.
- 2.8.2** The Company may undertake to use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Tariff.
- 2.8.3** The Company undertakes to use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer, Joint User, or Authorized User may not, nor may they permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.8.4** Equipment the Company provides or installs at the Customer's premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which the Company provided the equipment.
- 2.8.5** The Customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer, Joint User, or Authorized User when the Service difficulty or trouble report results from the use of equipment or facilities the Customer, Joint User, or Authorized User provided.
- 2.8.6** The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities; subject to this responsibility the Company shall not be responsible for:

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**Section 2 – Undertaking of the Company (Continued)**

**2.8 Provision of Equipment and Facilities (Continued)**

**2.8.6.1** the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or

**2.8.6.2** the reception of signals by Customer provided equipment. The Customer Authorized User, or Joint User is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company’s employees or to other persons. Customer will submit to Company a complete manufacturer’s specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company’s facilities. The Company shall approve the use of such item (s) of equipment unless such item is technically incompatible with Company’s facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer’s expense.

**2.8.7** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing VP Telecom, Inc.’s Services and the channels, facilities, or equipment of others shall be provided at the Customer’s expense.

**2.8.8** VP Telecom may be connected to the Services or facilities of other communications carriers only when authorized by , and in accordance with , the terms and conditions of the Tariffs of the other communications carrier which are applicable to such connections.

**2.9 Non-Routine Installation**

At the Customer’s request, installation and/or maintenance may be performed outside the Company’s regular business hours and/or in hazardous locations. In such cases, charges

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**Section 2 – Undertaking Of The Company (Continued)****2.9 Non-Routine Installation (Continued)**

based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours, but at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

**2.10 Ownership of Facilities**

Title to all facilities provided in accordance with the Tariffs of the Company remains with the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in all the fiber optic or other facilities and associated equipment provided by the Company hereunder.

**2.11 Optional Rates and Information Provided to the Public**

The Company will promptly advise Customers who may be affected of new, revised or optional rates applicable to their Service. Pertinent information regarding the Company's Services, rates and charges shall be provided directly to Customers, or shall be available for inspection at the Company's local business address. If required by the Commission, the Company will cause to have published a notice of its intention to charge its rates, tolls, charges, rules and regulations in one or more newspapers in circulation in the affected area.

**2.12 Continuity of Service**

In the event of prior knowledge of an interruption of Service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance.

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**Section 2 – Undertaking Of The Company (Continued)**

**2.13 Governmental Authorizations**

The provision of Services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

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**Section 3 - Obligations Of The Customer**

**3.1 General**

The Customer shall be responsible for:

- 3.1.1** the payment of all applicable charges pursuant to the Tariffs of the Company;
- 3.1.2** damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User with these regulations; or by fire or theft or other casualty on the Customer's or any User's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 3.1.3** providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate the Company facilities and equipment installed on the premises of the Customer or any User; and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 3.1.4** any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at the Customer's location to the termination point where Service is finally delivered to the Customer, including, but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities. The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such right-of-way. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for Service:

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**Section 3 – Obligations Of The Customer**

**3.1 General (Continued)**

- 3.1.5** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company;
- 3.1.6** identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- 3.1.7** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer or User premises or the rights-of-way for which the Customer is responsible under Section 3.1.4; and granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer or any User at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of Service as stated herein, removing the facilities or equipment of the Company;
- 3.1.8** not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- 3.1.9** making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.

**3.2 Prohibited Uses**

- 3.2.1** The Services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.

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**Section 3 – Obligations Of The Customer (Continued)**

**3.2 Prohibited Uses**

- 3.2.2** The Company may require applicants for Service who intend to use the Company’s offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company’s offerings complies with relevant laws and Commission regulations, policies, orders and decisions.
- 3.2.3.** The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this Tariff. The Customer shall not, without prior written consent of the Company, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without such consent shall be null and void.
- 3.2.4** The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 3.2.5** A Customer may not use the Services so as to interfere with or impair Service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.
- 3.2.6** Customer use of any resold Service obtained from other Service providers shall also be subject to any applicable restrictions imposed by the underlying providers.
- 3.2.7** A Customer, Joint User, or Authorized User shall not represent that its Services are provided by the Company, or otherwise indicate to its Customers that its provision of Services is jointly with the Company, without the written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

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**Section 3 – Obligations Of The Customer (Continued)****3.3 Claims**

With respect to any Service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- 3.3.1** any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or their employees, agents, representatives or invitees;
- 3.3.2** any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer or User, including without limitation, use of the Company's Services and facilities in a manner not contemplated by the agreement between Customer and the Company; or
- 3.3.3** any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of the applicable Company Tariff.

**3.4 Jurisdictional Reporting**

The jurisdictional reporting requirements will be as specified below. When a Customer orders Switch Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intra-state until a revised report is received as set forth herein.

- 3.4.1 Originating Access:** Originating Access Minutes may be based on traffic originating at the State, LATA or local Switching Center level, provided that the traffic being measured is only traffic originating from the Company's Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis as specified below. Originating Access Minutes will be measured as follows, based on type of access:

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**Section 3 – Obligations Of The Customer (Continued)**

**3.4 Jurisdictional Reporting (Continued)**

**3.4.1.1** For Feature group D Switched Access Services, as defined in Section 14.2.1, where the Company can determine jurisdiction by its call detail, the projected PIU will be developed by the Company on a quarterly basis by dividing the measured interstate originating minutes by the total Originating Access Minutes.

**3.4.1.2** For Feature Group D with 950 Access as defined in Section 14.2.1, the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of Originating Access Minutes.

**3.4.1.3** For 500, 700, 800, calling card and operator Service access, the Customer must provide the Company with a projected PIU factor for each type of access. The Customer who provides a PIU factor shall supply the Company with an interstate percentage of Originating Access Minutes.

**3.4.1.4** If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

**3.4.2 Terminating Access:** For Feature Group D Switched Access Services, the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of Terminating Access Minutes on a quarterly basis, as described in Section 3.4.4 below. If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis at the same percentage as the originating PIU.

**3.4.3** Except where the Company measured access minutes are used as set forth in 3.4.1 above, the Customer reported projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below. The revised report will serve as the basis for future billing and will be effective on the next bill date.

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**Section 3 – Obligations Of The Customer (Continued)**

**3.4 Jurisdictional Reporting (Continued)**

**3.4.4** Effective on the first day of January, April, July and October of each year the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than 15 days after the first day of such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each Service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months billing and will be effective on the bill date for that Service. If the Customer does not supply the reports for those Services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the Access Service Request.

**3.4.5 Jurisdictional Reports Verification:** For Switched Access Service, if a billing dispute arises or the Commission questions the project PIU factor, the Customer will provide the data used to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

The Customer shall keep records of call detail from which the percentage a interstate and intrastate use can be ascertained and, upon request of the Company shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

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**Section 4 – Payment Arrangements**

**4.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and Services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those Services are used by the Customer itself or are resold or shared with other persons.

**4.2 Billing and Collection of Charges**

**4.2.1** Nonrecurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.

**4.2.2** The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which Service is provided, and recurring Charges shall be due and payable within 30 days after the invoice is mailed.

**4.2.3** Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs, and will be due and payable within 30 days after the invoice is mailed.

**4.2.4** When Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro-rata basis. For this purpose, every month is considered to have 30 days.

**4.2.5** Billing the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the Service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the Service or facility does not conform to standards set forth in the Tariffs of the Company or the Service Order. Billing accrues through and includes the day that the Service, circuit, arrangement or component is discontinued.

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**Section 4 – Payment Arrangements**

**4.2 Billing and Collection of Charges (Continued)**

**4.2.6** With respect to Business Customers only, if any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, net of taxes, not compounded, multiplied by a monthly late factor of 1.5%.

**4.2.7** For any check returned to the Company due to insufficient funds, uncollected funds, or closed account, a \$25.00 fee will be assessed per check returned.

**4.2.8** Ordering, Rating and Billing of Access Services where more than one exchange carrier is involved will be handled as follows:

All recurring and non-recurring charges for Services provided by each Exchange Carrier are billed under each Company’s applicable Tariffs. Under a Meet Point Billing Arrangement, the Company will bill for charges for traffic carrier between the Company Local Switching Center and the End User and for the portion of any transport facilities provided by the Company between the Customer’s location and the Company’s local switching center.

The multiple billing arrangement described in this section is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD).

The Company must notify the Customer of: 1) the meet point option that will be used; 2) the Carrier(s) that will render the bill(s); 3) the Carrier(s) to whom payment should be remitted; and 4) the Carrier(s) that will provide the bill inquiry function. The Company shall provide such notification at the time orders are placed for Switched Access Service. Additionally, the Company shall provide this notice in writing 15 days in advance of any changes in the arrangement.

The Company will handle the ordering, rating and billing of Switched Access Services under this Tariff where more than one Exchange Carrier is involved in the provision of Switched Access Services as follows:

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**Section 4 – Payment Arrangements (Continued)**

**4.2.8.1** The Company must receive an order for Feature Group D (FGD) Switched Access Service, as defined herein, ordered to the Company's Local Switching Center through a switch operated by another Exchange Center.

**4.2.8.2** In addition, for FGD Switched Access Service ordered to the Company's Local Switching Center through a switch operated by another Exchange Carrier with whom the Company has an agreement, the Customer may be required to submit an order as specified by the Exchange Carrier which operates the switch.

**4.2.8.3** Separate bills will be rendered by the Exchange Carrier for FGD Access Service.

**4.2.8.4 Rating and Billing of Service:** Each Company will provide its portion of Access Service based on the Regulations, Rates and Charges contained in its respective Switched Access Service Tariff, subject to the following rules, as appropriate:

**4.2.8.4.(a)** The application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved;

**4.2.8.4.(a).I** when rates and charges are listed on a per minute basis, the Company's rates and charges will apply to traffic originating from the Customer's Premises and terminating at the End User's Premises, and vice versa.

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**Section 4 – Payment Arrangements (Continued)**

**4.3 Advance Payments**

**4.3.1** To safeguard its interests, the Company may require a Business Customer to make an advance payment before Services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and the first month’s estimated recurring charges for the Service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer’s initial bill and may be required in addition to a deposit.

**4.3.2** A Customer whose Service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due carrier and may be required to pay reconnect charges.

**4.4 Discontinuance of Service**

**4.4.1** Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten (10) days prior written notice to the Customer, discontinue or suspend Service without incurring any liability.

**4.4.2** Upon violation of any of the other material terms or conditions for furnishing Service the Company may, by giving ten (10) days prior notice in writing to the Customer, discontinue or suspend Service without incurring any liability if such violation continues during that period.

**4.4.3** Upon condemnation of any material portion of the facilities used by the Company to provide Service to a Customer, or if a condition immediately dangerous or hazardous to life, physical safety or property exists, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend Service without incurring any liability.

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**Section 4 – Payment Arrangements (Continued)**

- 4.4.4** Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately require a deposit without incurring any liability.
- 4.4.5** Upon any governmental prohibition or required alteration of the Services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue Service without incurring any liability.
- 4.4.6** Upon the Company's discontinuance of Service to the Customer under paragraphs 4.5.1 or 4.5.2, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of the Tariffs of the Company, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the minimum term for which such Services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent (6%).
- 4.4.7** Any Customer or Applicant for Service requesting the opportunity to dispute any action or determination of company under the Commission's Customer Service shall be given an opportunity for a supervisory review by the Company immediately following Customer's request for such review. Service will not be disconnected pending completion of the review.

**4.5 Cancellation of Application for Service**

- 4.5.1** Applications for Service are non-cancelable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an Application for Service prior to the start of Service or prior to any special construction, no charges will be imposed except for those specified below.

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**Section 4 – Payment Arrangements (Continued)**

**4.5 Cancellation of Application for Service (Continued)**

**4.5.2** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the Service or in preparing to install the Service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of Services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had Service begun (all discounted to present value at six percent (6%).

**4.5.3** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

**4.5.4** The special charges described in paragraphs 4.6.1 through 4.6.3, above, will be calculated and applied on a case-by-case basis.

**4.6 Charges in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, Service parameters, premises locations, or otherwise materially modifies any provision of the application for Service, the Customer's installation fee shall be adjusted accordingly.

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**Section 4 – Payment Arrangements (Continued)****4.7 Taxes**

The Customer is responsible for the payment of Federal excise taxes, gross receipts, access, state and local sales and use taxes and all taxes, fees, surcharges (however, designated) and other exactions imposed on the Company or its Services by governmental jurisdictions, other than taxes, imposed generally on corporations. Any taxes imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. All such taxes, fees and charges shall be separately designated on the Company's invoices, and are not included in the Tariffed rates. It should be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

**4.8 Disputed Bills**

The Customer may dispute a bill only by written notice to the Company. Unless such notice is received in a timely fashion, the bill statement shall be deemed to be correct and payable in full by Customer. Any Customer who has a dispute shall be advised by the Company that the Customer may file a formal or informal complaint with the Commission.

**Section 5 – Use of Customer's Service By Others****5.1 Resale and Sharing**

Any Service provided under the Company Tariffs may be resold to or shared with other persons at the option of Customer, except as provided in 5.3 following. Customer remains solely responsible for all use of Services ordered by it or billed to its telephone number(s) pursuant to the Tariffs of the Company, for determining who is authorized to use its Services, and for notifying the Company of any use. Business rates apply to all Service that is resold or shared

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**Section 5 – Use of Customer’s Service By Others (Continued)****5.2 Joint Use Arrangements**

Joint Use Arrangements will be permitted for all Services available for resale and sharing pursuant to the Company Tariffs. From each Joint Use Arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the Service will be allocated. VP Telecom will accept orders to start, rearrange, relocate, or discontinue Service only from the Customer. Without affecting the Customer’s ultimate responsibility for payment of all charges for the Service, each Joint User shall be responsible for the payment of the charges billed to it.

**5.3 Transfers and Assignments**

**5.3.1** Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the Services and facilities provided by the Company without the written consent of the other party and any appropriate authorizations, if necessary, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

**5.3.2** If a Customer cancels a Service Order or terminates Services before the completion of the term for any reason whatsoever, other than a Major Service Interruption, Customer agrees to pay the Company the following sums within 21 days of the effective date of the cancellation or termination to be payable under the terms set forth in Section 4 preceding: all costs, fees and expenses reasonably incurred in connection with:

**5.3.2.1** All nonrecurring charges as specified in the Company’s Tariffs, plus

**5.3.2.2** Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus

**5.3.2.3** All Recurring Charges specified in the applicable Company Tariff for the balance of the current term..

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**Section 6 - Cancellation Of Service**

**Reserved for Future Use.**

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**Section 7 - Notices And Communications**

- 7.1** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for Service shall be mailed.
- 7.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for Service to which the Customer shall mail payment on that bill.
- 7.3** All notices or other communications required to be given pursuant to the Tariffs of the Company will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery Service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 7.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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**Section 8 – Customer Equipment And Channels****8.1 General**

A User may transmit or receive information or signals via the facilities of the Company. The Company's Services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in the Tariffs of the Company. A User may transmit any form of signal that is compatible with the Company's equipment, but except as otherwise specifically stated in its Tariffs, the Company does not guarantee that its Services will be suitable for purposes other than voice-grade telephonic communication.

**8.2 Station Equipment**

- 8.2.1** Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.
- 8.2.2** The Customer is responsible for ensuring that Customer-provided equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 8.2.3** Customer provided station equipment may be attached to Services provided under the Tariffs of the Company subject to Part 68 of the FCC Rules and to any applicable provisions of the Tariffs of the Company and is the sole responsibility of the Customer.
- 8.2.4** The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-provided equipment, or for misdirected calls, disconnects or other Service problems caused by the use of Customer-owned equipment.

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**Section 8 – Customer Equipment And Channels (Continued)**

**8.3 Interconnection of Facilities**

**8.3.1** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications Services and the channels, facilities, or equipment of others shall be provided at the Customer’s expense.

**8.3.2** Communications Services may be connected to the Services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Tariffs of the other communications carriers which are applicable to such connections.

**8.3.3** Facilities furnished under the Tariffs of the Company may be connected to Customer provided terminal equipment in accordance with the provisions of the Tariffs of the Company. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 Title 47, Code of Federal Regulations; and all User provided wiring shall be installed and maintained in compliance with those regulations.

**8.4 Tests and Adjustments**

Upon suitable notice the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company’s facilities in satisfactory operating condition. No. interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

**8.5 Inspections**

**8.5.1** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the User is complying with the requirements set forth in Section 2.8 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment.

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**Section 8 – Customer Equipment And Channels (Continued)**

**8.5.2** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deem necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment and personnel from harm.

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**Section 9 – Allowances For Interruptions In Service**

**9.1 General**

**9.1.1** Interruptions in Service, which are not due to the negligence of or noncompliance with the provisions of the Tariffs of the Company, by the Customer or of an Authorized or Joint User, or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the Service that the interruption affects.

**9.1.2** A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under its Tariffs. An interruption period begins when the Customer reports a Service, facility or circuit is interrupted and releases it for testing and repair. An interruption period ends when the Service, facility or circuit is operative. If the Customer reports a Service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

**9.1.3** For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro-rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

**9.1.4** For Switched Access Service, no credit will be allowed for an interruption of less than 24 hours. After the first 24-hour period, a credit equal to 1/30 of the applicable recurring transport charges will be applied to each interruption which is in excess of 12 hours and up to 24 hours.

Interruptions owner 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credit will be allowed for any one-month period.

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**Section 9 – Allowances For Interruptions In Service (Continued)**

**9.2 No credit allowances will be made for:**

- 9.2.1** interruptions due to the negligence of, or noncompliance with the provisions of the Tariffs of the Company, by the Customer, User, or other common carrier providing Service connected to the Service of the Company;
- 9.2.2** interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- 9.2.3** interruptions of Service due to the failure or malfunction of facilities, power or equipment provided by the Customer, Authorized User, Joint User, or other common carrier providing Service connected to the Services or facilities of the Company;
- 9.2.4** interruptions of Service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 9.2.5** interruptions of Service during a period in which the Customer continues to use the Service on an impaired basis;
- 9.2.6** interruptions of Service during any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements;
- 9.2.7** interruptions of Service due to circumstances or causes beyond the control of the Company; and
- 9.2.8** interruptions of Service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

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**Section 10 – Application Of Rates**

**10.1 Distance-Based Charges**

**10.1.1** Distance between two points is measured as airline distance between two Points of Service.

**10.1.2** The airline distance between any two Points of Service is determined as follows:

**10.1.2.1** Obtain the vertical and horizontal coordinates for each Point of Service location.

**10.1.2.2** Compute the difference between the vertical coordinates of the two Points of Service; and compute the difference between the two horizontal coordinates.

**10.1.2.3** Square each difference between the vertical coordinates and the horizontal coordinates.

**10.1.2.4** Add the square of the vertical coordinates difference and the square of the horizontal coordinates difference.

**10.1.2.5** Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained. For example  $\frac{(V2-V1)^2 + (H2-H1)^2}{10}$

**10.1.2.6** Take the square root of the result.

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**Section 11 – Special Construction And Special Arrangements**

**11.1 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in the Tariffs of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any Service or facility relating to a regulated telecommunications not otherwise specified under a Tariff, or for the provision of Service on an expedited basis or in some other manner different from the normal Tariff conditions. Special construction is that construction undertaken:

- 11.1.1** where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- 11.1.2** of a type other than that which the Company would normally utilize in the furnishing of its Services;
- 11.1.3** over a route other than that which the Company would normally utilize in the furnishing of its Services;
- 11.1.4** in a quantity greater than that which the Company would normally construct;
- 11.1.5** on an expedited basis;
- 11.1.6** on a temporary basis until permanent facilities are available;
- 11.1.7** involving abnormal costs; or
- 11.1.8** in advance of its normal construction.

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**Section 11 - Special Construction And Special Arrangements (Continued)****11.2 Basis for Charges**

Where the Company furnishes a facility or Service on a special construction basis, or any Service for which a rate or charge is not specified in the Company's Tariffs, charges will be based on the costs incurred by the Company and may include, (1) nonrecurring-type charges; (2) recurring-type charges, (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum Service commitment based upon the estimated Service life of the facilities provided.

**11.3 Basis for Cost Computation**

The costs referred to in Section 11.2 preceding may include one or more of the following items to the extent they are applicable:

**11.3.1** installed costs of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installed costs include the cost of:

- 11.3.1.1** equipment and materials provided or used,
- 11.3.1.2** engineering, labor and supervision,
- 11.3.1.3** transportation,
- 11.3.1.4** rights-of-way, and
- 11.3.1.5** any other item chargeable to the capital account;

**11.3.2** annual charges including the following:

- 11.3.2.1** cost of maintenance;
- 11.3.2.2** depreciation on the estimated installed cost of any facilities provided, based on the anticipated useful Service life of the facilities with an appropriate allowance for the estimated net salvage;

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**Section 11 – Special Construction And Special Arrangements (Continued)**

**11.3 Basis for Cost Computation (Continued)**

**11.3.2** annual charges (Continued)

**11.3.2.3** administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

**11.3.2.4** any other identifiable costs related to the facilities provided; and

**11.3.2.5** an amount for return and contingencies.

**11.4 Termination Liability**

To the extent that there is no other requirement for use by the Company, the Customer may have a termination liability for facilities specially constructed at the request of the Customer if, and only if, such liability is clearly stated in a written agreement between the Company and the Customer.

**11.4.1** The maximum termination liability is equal to the total cost of the special facility as determined under 11.3 preceding, adjusted to reflect the re-determined estimated net salvage, including any reuse of the facilities provided.

**11.4.2** The maximum termination liability as determined in paragraph 11.4.1 shall be divided by the original term of Service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of Service (rounded up to the next whole number of months), discounted to present value at six percent (6%), plus applicable taxes.

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## Switched Access Services

**Section 12 – Ordering Options For Switched Access Service****12.1 General**

This section sets forth the regulations and order related charges for Access Service Requests (ASRs) for Switched Access Service as defined in this Tariff. These charges are in addition to other applicable charges set forth in other sections of this Tariff.

**12.1.1 Ordering Conditions**

All Services offered under this Tariff will be ordered using an ASR. The format of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise, specified herein. A Customer may order any number of Services of the same type and between the same premises on a single ASR. All details for Services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requesting Service. When placing an order for Switched Access Service, the Customer shall provide the following minimum information:

- 12.1.1.1** Customer name and premise(s) address(es);
- 12.1.1.2** Billing name and address (when different from Customer name and address);
- 12.1.1.3** Customer contact name (s) and telephone numbers for the following provisioning activities; order negotiating, order confirmation, interactive design, installation and billing.

The order date (Application Date) is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Commencement Date, at the time the Company gives the Customer a Firm Order Confirmation (FOC). The FOC is forwarded to the Customer within two(2) business dates after the date on which all information needed to process the ASR has been received by the Company.

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## Switched Access Services

**Section 12 – Ordering Options For Switched Access Service (Continued)****12.1.2 Provision of Other Services**

Unless otherwise specified herein, all Services offered under this Tariff shall be ordered with an ASR.

With the agreement of the Company, other Services may subsequently be added to the ASR at any time, up to and including the Service date for the Access Service. When added subsequently, charges for a Design Change as set forth in Section 15.1.3.2 will apply when an engineering review is required.

Additional Engineering is not an ordering option but will be applied to a ASR when the Company determines that additional engineering is necessary to accommodate a Customer request. Additional Engineering will be provided by the Company at the request of the Customer only when a Customer requests additional technical information after the Company has already provided the technical information included on the Design Layout Report as set forth herein. The Customer will be notified when additional engineering is required and will be furnished with a written statement setting forth the justification for the additional engineering as well as an estimate of the charges. If the Customer does not want the Service or facilities after being notified by the Company that additional engineering is required, the Customer may cancel the order and no charges will apply.

**12.2 Access Order**

An ASR required by the Company to provide a Customer Switched Access Service as described herein. An ASR will be required for each new similar Service arrangement or group of common circuits.

When a Customer requests new or additional Switch Access Service, one or more ASRs may be required. The number of orders required is dependent on the type of Services and/or facilities being requested.

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## Switched Access Services

**Section 12 – Ordering Options For Switched Access Service (Continued)****12.2 Access Order (Continued)**

When placing an order for either Direct Connect Service or Tandem Connect Service as describe in Sections 14.2.3.2 and 14.2.3.3 respectively, the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional Service for an existing Service type. For new Customers ordering Tandem Connect Service, the Customer will only be required to complete an ASR for installation of new Service.

**12.2.1 Access Service Date Intervals**

Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's required interval subject to the following conditions:

**12.2.1.1 Standard Interval:** The Standard Interval for Switched and Special Access Service will be ten (10) business days from the Application Date. This interval only applies to standard Service offerings for a Customer which is on-net and at locations where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

**12.2.1.2 Negotiated Interval:** The Company will negotiate a Service Date Interval with the Customer when:

- 12.2.1.2.1** The Customer requests a Service Date before or beyond the applicable Standard Interval Service date;  
or

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Switched Access Services

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**Section 12 – Ordering Options for Switched Access Service (Continued)**

**12.2 Access Order (Continued)**

**12.2.1.2 Negotiated Interval (Continued)**

**12.2.1.2.2** There is no existing facility connecting the Customer Premises with the Company or

**12.2.1.2.3** The Customer requests a Service that is not considered by the Company to be a standard Service offering (for example, if Additional Engineering is required to complete the order); or

**12.2.1.2.4** The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requires. The negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or when there is no Standard Interval, the Company offered Service Date. All Services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

**12.2.2 Access Service Request Modifications**

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. Charges for Access Service Order (ASR) modification will apply as set forth below, on a per occurrence basis.

Any increase in the number of Special Channels, Switched Access Service lines, trunks, transport facilities, Out of Band Signaling connections or any change in engineering or functionality of a Service will be treated as a new ASR with a new Service Date Interval.

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Switched Access Services

**Section 12 – Ordering Options For Switched Access Service (Continued)**

**12.2 Access Order (Continued)**

**12.2.2 Access Service Request Modifications (Continued)**

**12.2.2.1 Service Commencement Date Charges**

ASR Service dates for the installation of new Services or rearrangement of existing Services may be changed, but the new Service date may not exceed the original Service Commencement Date by more than 30 calendar days. Then, if for any reason the Customer indicates that Service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of Service, a Service Change will apply. In addition, when the Customer submits a request for a Service Date Change that is less than five business days from the date of notification by the Customer, a Service Date Charge and an Expedite Charge will apply. No Expedite Charge will apply if the Customer requests a Service Date Change that is more than five (5) business days from the date of request by the Customer, but earlier than the original requested Service Commencement Date.

If the Customer requested Service date is more than 30 Calendar days after the original Service date, the order will be cancelled by the Company on the 31<sup>st</sup> day. Appropriate Cancellation Charges will be applied. If the Customer still requires the Service, the Customer must place a new ASR with the Company. The Service Date Change charge will apply on a per order, per occurrence basis for each Service date changed. The applicable charges are set forth in Section 15.1.3.2.

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Switched Access Services

**Section 12 – Ordering Options For Switched Access Service (Continued)**

**12.2 Access Order (Continued)**

**12.2.2.2 Design Change Charge**

The Customer may request a Design Change to the Service ordered. A Design Change is any change to an ASR which requires Engineering Review. An Engineering Review is a review by the Company personnel of the Service ordered and requested changes to determine what change(s) in design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions, a change in the type of transport termination or type of channel interface. Any other changes are not considered Design Changes for purposes of this subsection and will require issuance of a new ASR and the cancellation of the original ASR with appropriate Cancellation Charges applied.

The Design Change Charge will apply on a per order, per occurrence basis for each order requiring a Design Change. The applicable charges, as set forth in Section 15.1.3.2 are in addition to any Service Date Change Charges that may apply.

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**Section 12 – Ordering Options For Switched Access Service (Continued)**

**12.2 Access Order (Continued)**

**12.2.2.3 Expedited Order Charge**

When placing an Access Order for Service(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service Date, in which case an Expedite Charge will apply. The Expedite Charge will not apply if the new Service Commencement Date is more than five days from the date of the request to the Company of the Expedited Order request. However, if upon reviewing availability of equipment and scheduled workload, Company agrees to provide Service on an expedited basis and Customer accepts Company’s proposal, an Expedite Charge will apply. If the Company is subsequently unable to meet an agreed upon expedited Service date, then the Expedited Charge will not apply.

In the event the Company provides Service on a expedited basis on the Customer’s request, and the Customer delays Service or is not ready for delivery of Service at the time of installation, a Service Date Change Charge will apply in addition to the Expedite Charge.

In the event that the Customer cancels an expedite request, the Expedite Charge will be added to any applicable Cancellation Charge specified herein.

In the event that the Customer requests a Service Date Change after the Company has received the original expedite request, the Expedite Charge will still apply.

An Expedite Charge will not be applied to orders expedited for Company reasons.

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this Tariff will apply.

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in Section 15.1.3.2.

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Switched Access Services

**Section 12 – Ordering Options for Switched Access Service (Continued)**

**12.2 Access Order (Continued)**

**12.2.3 Cancellation of an Access Service Request**

A Customer may cancel an ASR for the installation of Switching Access Service at any time prior to notification by the Company that Service is available for the Customer's use. The Cancellation Date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. A Customer may negotiate an extension of the Service date of an ASR for installation of new Service or rearrangement of existing Service, in which case a Service Date Change Charge will apply. However, the new Service date cannot exceed the originally established Service date by more than 30 calendar days. On the 31<sup>st</sup> day beyond the original Service date, the ASR will be canceled and the appropriate Cancellation Charge will be applied.

Except as stated herein, Cancellation Charges will apply as specified in Section 15.1.3.3.

If the cancellation occurs prior to the Company's receiving the ASR, no charges shall apply.

Cancellation Charges for Expedited Orders will be applied for an order canceled from the Application Date forward.

If the Company misses a Service date for a Standard or Negotiated Interval Access Order by more than 30 days due to circumstances such as Acts of God, governmental requirements, work stoppages and civil disturbances, the Company shall not be liable for such delay and the Customer may cancel the ASR without incurring Cancellation Charges.

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Switched Access Services

**Section 12 – Ordering Options for Switched Access Service (Continued)**

**12.2 Access Order (Continued)**

**12.2.4 Minimum Period of Service**

The minimum period for which Switched Access Service is provided and for which charges are applicable is one month.

**12.2.4.1** The following changes will be treated as a discontinuance of the existing Service and a request for installation of a new Service. All associated non-recurring charges will apply for the new Service, and a new minimum period will be established:

- 12.2.4.1.(a)** a change in the identity of the Customer of record;
- 12.2.4.1.(b)** a move by the Customer to a different building;
- 12.2.4.1.(c)** a change in type of Service;
- 12.2.4.1.(d)** a change in Switched Access Service Interface (i.e., DSL or DS3);
- 12.2.4.1.(e)** a change in Switched Access Service Traffic Type;

**12.2.4.2** When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed Services will be determined as follows:

- 12.2.4.2.(a)** For Switched Service, the charge for a month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.
- 12.2.4.2.(b)** All applicable Non-Recurring Charges for the Service will be billed in addition to the Minimum Period Charges

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Switched Access Services

**Section 13 – Carrier Common line Service**

The Company will provide Carrier Common line Access Service (Carrier Common One line Access) to Customers in conjunction with Switched Access Service provided in Section 14 of this Tariff.

**13.1 General Description**

Carrier Common line Access provides for the use of end users Company provided common one line by Customers for access to such End Users to furnish Communications Services.

**13.2 Limitations**

**13.2.1 Exclusions**

Neither a telephone number nor detail billing are provided with Carrier Common Line Access. Additionally, directory listings and intercept arrangements are not included in the rates and charges for Carrier Common line Access.

**13.2.2 Access Groups**

All trunk side connections provided in the same access group will be limited to the same features and operating characteristics.

**13.3 Undertaking of the Company**

**13.3.1 Provision of Service**

Where the Customer is provided Switched Access Service under other sections of this Tariff, the Company will provide the use of Company common lines by a Customer for access to end users at rates and charges as set forth in 15.1.3 following.

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**Section 13 – Carrier Common line Service (Continued)**

**13.3 Undertaking of the Company (Continued)**

**13.3.2 Interstate and Intrastate Use**

The Switched Access Service provided by the Company includes the Switched Access Service provided for both interstate and intrastate commissions. The Carrier Common line Access rates and charges as set forth in 15.1.3.4.2 following apply to intrastate Switched Access Service access minutes.

**13.4 Obligations of the Customer**

**13.4.1 Switched Access Service Requirements**

The Switched Access Service associated with Carrier Common line Access shall be ordered by the Customer under other sections of this Tariff.

**13.4.2 Supervision**

The Customer facilities at the premises of the ordering Customer shall provide the necessary on-hook and off-hook supervision.

**13.5 Determination of Usage Subject to Carrier Common line Access Charges**

Except as set forth herein, all Switched Access Service provided to the Customer will be subject to Carrier Common line Access Service.

**13.5.1 Determination of Jurisdiction**

When the Customer reports interstate and intrastate use of Switched Access Service, the associated Carrier Common line Access used by the Customer for interstate will be determined as set forth in 3.4.1 (Percent Interstate Use – PIU).

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Switched Access Services

**Section 13 – Carrier Common line Service (Continued)**

**13.6 Measuring and Recording of Call Detail**

When Access minutes are used to determine Carrier Common line charges, they will be accumulated using call detail recorded by Company equipment. The Company measuring and recording equipment will be associated with end office or local tandem switching equipment and will record each originating and terminating access minute where answer supervision is received. The accumulated access minutes will be summed on a line-by-line basis, by line group or by end office, whichever type of account is used by the Company, for each Customer and then rounded to the nearest minute.

**13.7 Billing Charges**

**13.7.1** Access minutes for all Switched Access Service subject to Carrier Common line Charges will be multiplied by the Access Per Minute Rate as set forth in Section 15.1.3.4.2 following.

**13.8 Determination of Charges**

**13.8.1** Carrier Common line Charges will be billed to each Switched Access Service provided further under this Tariff, in accordance with the rates as set forth in Section 15.1.3.4 following.

**13.8.2 Carrier Common line Access per minute charge(s) apply to:**

**13.8.2.1** all Terminating Access Minutes of Use.

**13.8.2.2** less those Terminating Access Minutes of Use associated with Mobile Telephone Switching Offices (MTSOs) if the MTSO has a Contract for Services with Company.

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**Section 13 – Carrier Common line Service (Continued)**

**13.8 Determination of Charges (Continued)**

**13.8.2 Carrier Common line Access per minute Charge(s) apply to (Cont.)**

**13.8.2.3** all Originating Access Minutes of Use associated with calls placed to 700, 800 and 900 numbers, less those Originating Access Minutes of Use associated with calls placed to 700, 800 and 900 numbers for which the Customer furnishes for each month a report of either the number of calls or minutes or a report of the percent of calls or minutes that terminate in a Switched Access Service that is assessed Carrier Common line Charges.

When the Customer makes this report available to the Company in advance of billing, these minutes of use will be charged on the current bill as originating minutes of use as set forth in 13.8.2.3.(d) following. If a billing dispute arises concerning the Customer provided report, the Company will request the customer to provide the data the Customer used to develop the report. The Company will not request such data more than once a year. The Customer shall supply the data within 30 days of the Telephone Company request.

When this report is not available to the Company until after billing, it shall be used by the Company to calculate and post a credit to the Customer's account. The credit shall be posted to the Customer's account within 30 days of receipt of the report. The credit shall be calculated by multiplying the number of access minutes of use, for which a credit is determined to be applicable, times the difference between the terminating and originating Carrier Common line Charges in effect when the calls were completed.

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**Section 13 – Carrier Common line Service (Continued)**

**13.8 Determination of Charges (Continued)**

**13.8.2.4 The Originating Access per minute charge(s) apply to:**

- 13.8.2.4.(a)** all Originating Access Minutes of Use,
- 13.8.2.4.(b)** all Originating Access Minutes of Use where the off-hook supervisory signaling is forwarded by the Customer's equipment when the called party answers,
- 13.8.2.4.(c)** less all Originating Access Minutes of Use associated with calls placed to 700, 800 and 900 numbers,
- 13.8.2.4.(d)** less those Originating Access Minutes of Use associated with Mobile Telephone Switching Offices (MTSOs), if the MTSO has a Contract for Services with the Company.
- 13.8.2.4.(e)** plus all Originating Access Minutes of Use associated with calls placed to 700, 800 and 900 numbers for which the Customer furnishes for each month a report of either the number of calls or minutes or a report of the percent of calls or minutes that terminate in a Switched Access Service that is assessed Carrier Common line charges, and for which a corresponding reduction in the number of Terminating Access Minutes of Use has been made as set forth in 13.8.2.3.(c) preceding.

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Switched Access Services

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**Section 14 – Switched Access Service**

**14.1 General**

Switched Access Service, which is available to Customers for their use in furnishing their Services to End Users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provided for the use of common terminating switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises location to a Customer's Premises and to terminate calls from a Customer's Premises to an End User's Premises.

Rates and charges are set forth in Section 15. The application of rates for Switched Access Service is described in Section 15.1.3.4.

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Switched Access Services

**Section 14 – Switched Access Service (Continued)**

**14.2 Provision and Description of Switched Access Service Agreements**

Switched Access Service is provided in the following Service type;

**14.2.1 Feature Group D (FGD) Access**

FGD Access, which is available to all Customers, is provisioned at the SDI level and provides trunk-side access to Company Local Switching Center switches, with an associated uniform 10XXX Access Code for Customer’s use in originating and terminating communications. Basic FGD Service will be provided with Multi-Frequency In-Band Signaling. SS7 is also available as a Common Switching Option for Feature Group D. In addition, Conventional Signaling for Direct Carrier Trunk Groups is available at Customer’s option. End Users of Customer’s Service may also originate calls to certain FGD Access Customers without dialing the 10XXX Access Code if End User is presubscribed as described herein.

The Access Code for FGD switching is a uniform Access Code of the form 10XXX. A single Access Code will be the assigned number of all FGD access provided to the Customer by the Company. No access Code is required for calls to a Customer over FGD Switched Access Service if the End User’s telephone exchange Service is arranged for Pre-subscription to that Customer, as set forth herein.

Where no Access Code is required, the number dialed by the Customer’s End User shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP), except for 00- dialed calls which are routed to the pre-designated Customer. For international calls outside the NANP, a seven to twelve digit number maybe dialed. The form of the numbers dialed by the Customer’s End User is NXX-XXXX, 0 OR 1 + NXX-XXXX, NPA +NXX-XXXX, 0 or 1 + NPA = NXX-XXXX, and when the local Switching Center is equipped for International Direct Distance Dialing (IDDD), O + CC + NN or 011 + CC + NN.

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Switched Access Services

**Section 14 – Switched Access Service (Continued)**

**14.2.1 Feature Group D (FGD) Access (Continued)**

When the 10XXX Access Code is used, FGD switching also provides for dialing the digit 0 for access to the Customer’s operator, 911 for access to the Company’s emergency Service, or the end-of-dialing digit (#) for cut-through access to the Customer’s Premises.

In addition End User may originate calls by dialing the 950-XXXX Access Code specific to a particular Interexchange Carrier provided that Interexchange Carrier has subscribed to the Company’s Feature Group D with 950 Access Common Switching Optional Feature. If the End User is presubscribed to that Interexchange Carrier, no Access Code is necessary.

**14.2.2 Manner of Provision**

Trunks used for switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer’s responsibility to order a sufficient number of trunks of each type in order to meet its desired grade of Service objective. At the Customer’s request, the Company will assist the Customer in sizing Switched Access Trunk groups.

**14.2.3 Rate Categories**

The following rate categories apply to Switched Access Service:

- Direct Connect
- Tandem Connect

**14.2.3.1** Except as stated as follows, Tandem Connect Service is provided in conjunction with the tandem provider serving the area. Charges are computed in accordance with Section 4.2.8 preceding (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Carrier is Involved).

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Switched Access Services

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**Section 14 – Switched Access Service (Continued)****14.2 Provision and Description of Switched Access Service (Continued)****14.2.3 Rate Categories (Continued)****14.2.3.2 Direct Connect**

The Company will provide Direct Connects between the Customer's Premises and the Company's Local Switching Center switch(es). This transmission path is dedicated to the use of a single Customer. DSI and DS3 facilities are available for Direct Connect Service. A SDI facility is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths. A DS3 facility is capable of transmitting electrical signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths. For DS3 facilities, if the Company is required to install additional fiber optic equipment for the benefit of the Customer, the Customer has the option to choose either an optical or electrical interface. This Direct Connect rate category is comprised of a monthly Entrance Facilities Charge and a Per Minute of Use End Office Switching charge as specified in 15.1.3.4.

**14.2.3.3 Tandem Connect:** Tandem Connect consists of circuits from the point of interconnection with Customer's tandem provider to the Company's Local Switching Center. This Tandem Connect rate category is comprised of a Minutes of Use (MOU) based End-Office switching and tandem switched transport charges.

**14.2.4 Design Layout Report**

At the request of the Customer the Company will provide to the Customer the makeup of the facilities and Services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

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Switched Access Services

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**Section 14 – Switched Access Service (Continued)**

**14.2 Provision and Description of Switched Access Service Agreements (Cont.)**

**14.2.5 Acceptance Testing**

At no additional charge the Company will, at the Customer’s request, cooperatively test at the time of installation the following parameters: loss, C-notched noise, C-message noise, 3-tons slope, d.c. continuity and operational signaling.

**14.2.6 Ordering Options and Conditions**

Switched Access Service is ordered under the Access Order provisions set forth in Section 12.2. Also included in that section are other charges which may be associated with ordering Switched Access Service.

**14.2.7 Competitive Pricing Arrangements**

Competitive pricing arrangements for Local Transport – Entrance Facilities and Local Transport-Direct Trunked Transport can be furnished to meet the communications needs of specific Customers on a case-by-case basis under individual contracts. Notice of the Competitive Pricing Arrangement Contracts, once executed, will be filed with Commission according to Commission rules.

**14.3 Obligations of Company**

In addition to the obligations of the Company set forth in other sections of this Tariff, the Company has certain other obligations concerning the provision of Switched Access Service. These obligations are as follows:

**14.3.1 Network Management**

The Company will administer its Network to ensure the provision of acceptable Service levels to all telecommunications users of the Company’s Network Services.

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Switched Access Services

**Section 14 – Switched Access Service (Continued)**

**14.3 Obligations of Company (Continued)**

**14.3.1 Network Management (Continued)**

Service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company Network. Company reserves the right to apply protective controls, (i.e., those actions, such as call gapping, which selectively cancel the completion of traffic), over any traffic carried over its Network, including that associated with a Customer’s Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. Customer will notify Company of anticipated peaked Services as stated below. Based on the information provided Company, Company will work cooperatively with Customer to determine the appropriate level of control. In the event that the protective controls applied by Company result in the complete loss of Service by Customer, Customer will be granted a credit allowance for Service interruption as set forth in Section 9.

When a Customer uses the Company’s facilities to offer Services for which a substantial call volume or peaked Service is expected during a short period of time, the Customer must notify the Company at least 24 hours in advance of each peak period. For events scheduled during weekends or holidays, the Company must be notified no later than 5:00 p.m. local time the prior business day. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the NPA NXX and one line number(s) to be used. On the Basis of the information provided, the Company may invoke network management controls, if required, to reduce the probability of excessive Network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide prescribed notification may result in Customer caused Network congestion which could result in discontinuance of Service under Section 4.5.2.

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605-977-6900

State of South Dakota  
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Switched Access Services

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**Section 14 – Switched Access Service (Continued)**

**14.4 Obligations of the Customer**

In addition to obligations specified elsewhere in the Tariff, the Customer has certain specific obligations pertaining to the use of Switched Access Service as follows:

**14.4.1 Report Requirements**

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing Jurisdictional Reports as set forth in Section 3.4 preceding. Charges will be apportioned in accordance with those reports. The method for determining the intrastate charges is set forth therein (Section 3.4).

**14.4.2 Supervisory Signaling**

The Customer's premises equipment shall provide the necessary on-hook, off-hook answer and disconnect supervision.

**14.4.3 Design of Switched Access Services**

It is the Customer's responsibility to assure that sufficient Access Services have been ordered to handle its traffic.

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**Section 15 – Rates and Charges**

**15.1 Rates for Switched Access Services**

There are three types of rates and charges that apply to Switched Access Service . These are Monthly Recurring Charges, Usage Rates and Non-Recurring Charges.

**Monthly Recurring Charges:** Monthly Recurring Charges are flat rates for facilities that apply each month or fraction the thereof that a specific rate element is provided.

**Usage Rates:** Usage rates are rates that are applied on a per access minute or per query basis. Usage Rates are accumulated over a monthly period.

**Non-Recurring Charges:** Non-Recurring Charges are one time charges that apply for a specific work activity (i.e., installation of new Service or change to an existing Service).

**Installation of Service:** Non-Recurring Charges apply to each Switched Access Service installed. The charge is applied per one line or trunk..

**15.1.1 Application of Rates**

**15.1.1.1 Direct Connect:**

The Direct Connect Rate is assessed based on the total of the monthly Entrance Facilities Charge and the Monthly Usage charge. The Monthly Facilities Charge consists of a fixed rate based on the type of the facilities, (i.e., DS1 or DS3), and may include a per mile rate.

**15.1.1.2 Tandem Connect:**

The Tandem Connect Rate is assessed based on the Monthly Usage charges for End-Office switching and Tandem Switched Transport.

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**Section 15 – Rates and Charges (Continued)**

**15.1 Rates for Switched Access Services (Continued)**

**15.1.2 Billing of Access Minutes**

When recording originating calls over FGD with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer’s facilities. The measurement of originating call usage over FGD ends when the originating FGD entry Switch received disconnect supervision from either the originating End User’s Local Switching Center (indicating that the originating End User has disconnected), or the Customer’s facilities, whichever is recognized first by the entry switch.

For terminating calls over FGD with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier’s trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FGD ends when a disconnect signal is received, indicating that either the originating or terminating user had disconnected.

When recording originating calls over FGD with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups, and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FGD usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FGD with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch received the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of termination FGD call usage ends when entry switch receives or sends a release message, whichever occurs first.

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Switched Access Services

**Section 15 – Rates and Charges (Continued)**

**15.1 Rates for Switched Access Services (Continued)**

**15.1.3 Rates and Charges**

**15.1.3.1 Service Implementation**

**Installation Charge – Per Trunk  
Non-recurring Charge**

<b>DS1</b>	\$0.00
<b>DS3</b>	\$0.00

**15.1.3.2 Change Charges (Per Order)**

**Per Occurrence**

<b>Service Date</b>	\$0.00
<b>Design Changes</b>	\$0.00
<b>Expedite Charge</b>	\$0.00

**15.1.3.3 Cancellation Charges**

**Per Order**  
\$0.00

**15.1.3.4 Switched Access**

**15.1.3.4.1 Local Switching  
Feature Groups B & D**

**Per Access Minute of Use**

<b>Originating</b>	\$0.008610
<b>Terminating</b>	\$0.008610

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Switched Access Services

**Section 15 – Rates and Charges (Continued)**

**15.1.3 Rates and Charges (Continued)**

**15.1.3.4.2 Carrier Common line Rates**

**Per Access Minute of Use**

<b>Originating</b>	\$0.038905
<b>Terminating</b>	\$0.038905

**15.1.3.4.3 Switched Transport Usage Rates**

	<b><u>Access Rate Per Minute</u></b>	<b><u>Access Rate Per Mile</u></b>
<b>Local Transport</b>		
<b>Originating</b>	\$0.0000000	\$0.0000000
<b>Terminating</b>	\$0.0000000	\$0.0000000
<b>Tandem Switching</b>		
<b>Originating</b>	\$0.007700	\$0.007700
<b>Terminating</b>	\$0.007700	\$0.007700
<b>Tandem Transport Originating &amp; Terminating Per Minute</b>		
Between 0 and 8 miles	\$0.000237	\$0.000015
Between 9 and 25 miles	\$0.000273	\$0.000018
Between 26 and 50 miles	\$0.000308	\$0.000019
Over 50 miles	\$0.000311	\$0.000020

**Interconnection Charge**

<b>Originating</b>	\$0.004681
<b>Terminating</b>	\$0.004681

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Switched Access Services

**Section 15 – Rates And Charges (Continued)**

**15.1.3.4.4**

**Direct Trunked Transport**

	<b>Monthly Recurring Rate</b>	
	<b>Fixed</b>	<b>Per Mile</b>
DS1	\$0.00000	\$0.00000
DS3	\$0.00000	\$0.00000

**15.1.4 800 Number Portability Access**

<b>800 POTS Translation Charge</b>	\$0.003665
<b>Call Handling and Destination Charge</b>	\$0.000694
<b>800 Carrier Identification Charge Per Call</b>	\$0.003312

**15.2 Non Routine Installation / Maintenance Charges**

As stated in 2.9, at the Customer's request installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In that case, the following rates apply:

<b>Basis Time – per quarter hour:</b>	\$0.00
<b>Overtime – per quarter hour:</b>	\$0.00
<b>Premium Time – per quarter hour:</b>	\$0.00

**15.3 Individual Case Basis Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or Prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such a competitive requests may be different than those specified for such Service in this Tariff. ICB rates will be offered to the Customer in writing. Notice of such arrangements will be provided to the Commission according to Commission rules.

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**Section 15 - Rates and Charges (Continued)**

**15.4 Underbilling**

If charges are found to be lower than authorized by the Company's Tariffs or Terms and Conditions of Service, or if the Company failed to bill the Customer for Service then:

**15.4.1** The Customer may be back billed for the amount that was underbilled for no more than six months from the date the error was discovered unless underbilling is a result of theft of Service by the Customer.

**15.4.2** Service may be disconnected if the customer fails to pay charges arising from an underbilling.

**15.4.3** If the underbilling is \$50.00 or more, the company may offer the customer a Deferred Billing Plan option for the same length of time as that of the under-billing. A Deferred Payment Plan may not be offered to a Customer whose underpayment is due to theft of Service.

**15.4.4** Interest on underbilled amounts shall:

**15.4.4.1** not be charged unless such amounts are found to be the result of theft or Service by the Customer, and

**15.4.4.2** not exceed an amount based on the rate set by the Commission on December 1 of the preceding year, compounded monthly, and accruing from the day the Customer is found to have first tampered with, bypassed, or diverted Service.

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SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

September 18, 2002

South Dakota Public Utilities Commission  
500 East Capitol  
Pierre, South Dakota 57501-5070

Re: TC02-107

In the matter of the filing by VP Telecom, Inc. for approval of its  
Interstate Switched Access Tariff, and for an Exemption from  
Developing Company Specific Cost – Based Switched Access Rates.

Dear Ms. Forney:

Please find enclosed, 10 copies of the revised Original Page No. 67 of the Interstate  
Switched Access Tariff, Section 15.1.3.4.3, changing the Tandem Transport Originating  
& Terminating Per Minute, lines 2 and 3 to Over 8 to 25 Miles & Over 26 to 50 Miles.

Thank you,



Brad VanLear  
President

BV/pb

Encl.

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**Section 15 – Rates and Charges (Continued)**

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**15.1.3 Rates and Charges (Continued)**

**15.1.3.4.2 Carrier Common line Rates**

Per Access Minute of Use

<b>Originating</b>	\$0.038905
<b>Terminating</b>	\$0.038905

**15.1.3.4.3 Switched Transport Usage Rates**

	<u>Access Rate Per Minute</u>	<u>Access Rate Per Mile</u>
--	-----------------------------------	---------------------------------

**Local Transport**

<b>Originating</b>	\$0.0000000	\$0.0000000
<b>Terminating</b>	\$0.0000000	\$0.0000000

**Tandem Switching**

<b>Originating</b>	\$0.007700	\$0.007700
<b>Terminating</b>	\$0.007700	\$0.007700

**Tandem Transport**

**Originating & Terminating  
Per Minute**

Between 0 and 8 miles	\$0.000237	\$0.000015
Over 8 to 25 Miles	\$0.000273	\$0.000018
Over 26 to 50 Miles	\$0.000308	\$0.000019
Over 50 miles	\$0.000311	\$0.000020

**Interconnection Charge**

<b>Originating</b>	\$0.004681
<b>Terminating</b>	\$0.004681

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**Section 15 - Rates and Charges (Continued)**

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**15.1.3 Rates and Charges (Continued)**

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**15.1.3.4.2 Carrier Common line Rates**

**Per Access Minute of Use**

<b>Originating</b>	\$0.038905
<b>Terminating</b>	\$0.038905

**15.1.3.4.3 Switched Transport Usage Rates**

	<b><u>Access Rate Per Minute</u></b>	<b><u>Access Rate Per Mile</u></b>
<b>Local Transport</b>		
<b>Originating</b>	\$0.0000000	\$0.0000000
<b>Terminating</b>	\$0.0000000	\$0.0000000
<b>Tandem Switching</b>		
<b>Originating</b>	\$0.007700	\$0.007700
<b>Terminating</b>	\$0.007700	\$0.007700
<b>Tandem Transport Originating &amp; Terminating Per Minute</b>		
Between 0 and 8 miles	\$0.000237	\$0.000015
Over 8 to 25 Miles	\$0.000273	\$0.000018
Over 26 to 50 Miles	\$0.000308	\$0.000019
Over 50 miles	\$0.000311	\$0.000020
<b>Interconnection Charge</b>		
<b>Originating</b>	\$0.004681	
<b>Terminating</b>	\$0.004681	

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**Section 15 – Rates and Charges (Continued)**

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**15.1.3 Rates and Charges (Continued)**

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**15.1.3.4.2 Carrier Common line Rates**

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**Per Access Minute of Use**

<b>Originating</b>	\$0.038905
<b>Terminating</b>	\$0.038905

**15.1.3.4.3 Switched Transport Usage Rates**

	<b><u>Access Rate Per Minute</u></b>	<b><u>Access Rate Per Mile</u></b>
<b>Local Transport</b>		
<b>Originating</b>	\$0.0000000	\$0.0000000
<b>Terminating</b>	\$0.0000000	\$0.0000000
<b>Tandem Switching</b>		
<b>Originating</b>	\$0.007700	\$0.007700
<b>Terminating</b>	\$0.007700	\$0.007700
<b>Tandem Transport Originating &amp; Terminating Per Minute</b>		
Between 0 and 8 miles	\$0.000237	\$0.000015
Over 8 to 25 Miles	\$0.000273	\$0.000018
Over 26 to 50 Miles	\$0.000308	\$0.000019
Over 50 miles	\$0.000311	\$0.000020

**Interconnection Charge**

<b>Originating</b>	\$0.004681
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**Section 15 – Rates and Charges (Continued)**

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**15.1.3 Rates and Charges (Continued)**

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**15.1.3.4.2 Carrier Common line Rates**

Per Access Minute of Use

<b>Originating</b>	\$0.038905
<b>Terminating</b>	\$0.038905

**15.1.3.4.3 Switched Transport Usage Rates**

<b>Access Rate</b>	<b>Access Rate</b>
<u>Per Minute</u>	<u>Per Mile</u>

**Local Transport**

<b>Originating</b>	\$0.0000000	\$0.0000000
<b>Terminating</b>	\$0.0000000	\$0.0000000

**Tandem Switching**

<b>Originating</b>	\$0.007700	\$0.007700
<b>Terminating</b>	\$0.007700	\$0.007700

**Tandem Transport**

**Originating & Terminating  
Per Minute**

Between 0 and 8 miles	\$0.000237	\$0.000015
Over 8 to 25 Miles	\$0.000273	\$0.000018
Over 26 to 50 Miles	\$0.000308	\$0.000019
Over 50 miles	\$0.000311	\$0.000020

**Interconnection Charge**

<b>Originating</b>	\$0.004681
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**15.1.3 Rates and Charges (Continued)**

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**15.1.3.4.2 Carrier Common Line Rates**

**Per Access Minute of Use**

**Originating** \$0.038905  
**Terminating** \$0.038905

**15.1.3.4.3 Switched Transport Usage Rates**

	<b><u>Access Rate Per Minute</u></b>	<b><u>Access Rate Per Mile</u></b>
<b>Local Transport</b>		
<b>Originating</b>	\$0.0000000	\$0.0000000
<b>Terminating</b>	\$0.0000000	\$0.0000000
<b>Tandem Switching</b>		
<b>Originating</b>	\$0.007700	\$0.007700
<b>Terminating</b>	\$0.007700	\$0.007700
<b>Tandem Transport Originating &amp; Terminating Per Minute</b>		
Between 0 and 8 miles	\$0.000237	\$0.000015
Over 8 to 25 Miles	\$0.000273	\$0.000018
Over 26 to 50 Miles	\$0.000308	\$0.000019
Over 50 miles	\$0.000311	\$0.000020
<b>Interconnection Charge</b>		
<b>Originating</b>	\$0.004681	
<b>Terminating</b>	\$0.004681	

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**15.1.3 Rates and Charges (Continued)**

**15.1.3.4.2 Carrier Common line Rates**

**Per Access Minute of Use**

**Originating** \$0.038905  
**Terminating** \$0.038905

**15.1.3.4.3 Switched Transport Usage Rates**

	<b><u>Access Rate Per Minute</u></b>	<b><u>Access Rate Per Mile</u></b>
<b>Local Transport</b>		
<b>Originating</b>	\$0.0000000	\$0.0000000
<b>Terminating</b>	\$0.0000000	\$0.0000000
<b>Tandem Switching</b>		
<b>Originating</b>	\$0.007700	\$0.007700
<b>Terminating</b>	\$0.007700	\$0.007700
<b>Tandem Transport Originating &amp; Terminating Per Minute</b>		
Between 0 and 8 miles	\$0.000237	\$0.000015
Over 8 to 25 Miles	\$0.000273	\$0.000018
Over 26 to 50 Miles	\$0.000308	\$0.000019
Over 50 miles	\$0.000311	\$0.000020

**Interconnection Charge**

**Originating** \$0.004681  
**Terminating** \$0.004681

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**15.1.3 Rates and Charges (Continued)**

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**15.1.3.4.2 Carrier Common line Rates**

Per Access Minute of Use

<b>Originating</b>	\$0.038905
<b>Terminating</b>	\$0.038905

**15.1.3.4.3 Switched Transport Usage Rates**

	<u>Access Rate Per Minute</u>	<u>Access Rate Per Mile</u>
--	-----------------------------------	---------------------------------

**Local Transport**

<b>Originating</b>	\$0.0000000	\$0.0000000
<b>Terminating</b>	\$0.0000000	\$0.0000000

**Tandem Switching**

<b>Originating</b>	\$0.007700	\$0.007700
<b>Terminating</b>	\$0.007700	\$0.007700

**Tandem Transport**

**Originating & Terminating  
Per Minute**

Between 0 and 8 miles	\$0.000237	\$0.000015
Over 8 to 25 Miles	\$0.000273	\$0.000018
Over 26 to 50 Miles	\$0.000308	\$0.000019
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**15.1.3 Rates and Charges (Continued)**

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**15.1.3.4.2 Carrier Common line Rates**

**Per Access Minute of Use**

<b>Originating</b>	\$0.038905
<b>Terminating</b>	\$0.038905

**15.1.3.4.3 Switched Transport Usage Rates**

<b><u>Access Rate</u></b>	<b><u>Access Rate</u></b>
<b><u>Per Minute</u></b>	<b><u>Per Mile</u></b>

**Local Transport**

<b>Originating</b>	\$0.0000000	\$0.0000000
<b>Terminating</b>	\$0.0000000	\$0.0000000

**Tandem Switching**

<b>Originating</b>	\$0.007700	\$0.007700
<b>Terminating</b>	\$0.007700	\$0.007700

**Tandem Transport**

**Originating & Terminating  
Per Minute**

Between 0 and 8 miles	\$0.000237	\$0.000015
Over 8 to 25 Miles	\$0.000273	\$0.000018
Over 26 to 50 Miles	\$0.000308	\$0.000019
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<b>Originating</b>	\$0.004681
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**Section 15 - Rates and Charges (Continued)**

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**15.1.3 Rates and Charges (Continued)**

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**15.1.3.4.2 Carrier Common line Rates**

**Per Access Minute of Use**

<b>Originating</b>	\$0.038905
<b>Terminating</b>	\$0.038905

**15.1.3.4.3 Switched Transport Usage Rates**

	<b><u>Access Rate Per Minute</u></b>	<b><u>Access Rate Per Mile</u></b>
<b>Local Transport</b>		
<b>Originating</b>	\$0.0000000	\$0.0000000
<b>Terminating</b>	\$0.0000000	\$0.0000000
<b>Tandem Switching</b>		
<b>Originating</b>	\$0.007700	\$0.007700
<b>Terminating</b>	\$0.007700	\$0.007700
<b>Tandem Transport Originating &amp; Terminating Per Minute</b>		
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Over 26 to 50 Miles	\$0.000308	\$0.000019
Over 50 miles	\$0.000311	\$0.000020

**Interconnection Charge**

<b>Originating</b>	\$0.004681
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**Section 15 - Rates and Charges (Continued)**

**15.1.3 Rates and Charges (Continued)**

**15.1.3.4.2 Carrier Common line Rates**

**Per Access Minute of Use**

<b>Originating</b>	\$0.038905
<b>Terminating</b>	\$0.038905

**15.1.3.4.3 Switched Transport Usage Rates**

	<b><u>Access Rate</u></b>	<b><u>Access Rate</u></b>
	<b><u>Per Minute</u></b>	<b><u>Per Mile</u></b>

**Local Transport**

<b>Originating</b>	\$0.0000000	\$0.0000000
<b>Terminating</b>	\$0.0000000	\$0.0000000

**Tandem Switching**

<b>Originating</b>	\$0.007700	\$0.007700
<b>Terminating</b>	\$0.007700	\$0.007700

**Tandem Transport  
Originating & Terminating  
Per Minute**

Between 0 and 8 miles	\$0.000237	\$0.000015
Over 8 to 25 Miles	\$0.000273	\$0.000018
Over 26 to 50 Miles	\$0.000308	\$0.000019
Over 50 miles	\$0.000311	\$0.000020

**Interconnection Charge**

<b>Originating</b>	\$0.004681
<b>Terminating</b>	\$0.004681

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued By:

Brad VanLeur, President  
VP Telecom, Inc.  
1701 N. Louise Ave.  
Sioux Falls, SD 57107  
605-977-6900

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

<b>IN THE MATTER OF THE FILING BY VP )</b>	<b>ORDER GRANTING</b>
<b>TELECOM, INC. FOR APPROVAL OF ITS )</b>	<b>PETITION FOR WAIVER</b>
<b>INTRASTATE SWITCHED ACCESS TARIFF )</b>	
<b>AND FOR AN EXEMPTION FROM )</b>	<b>TC02-107</b>
<b>DEVELOPING COMPANY SPECIFIC COST- )</b>	
<b>BASED SWITCHED ACCESS RATES )</b>	

On August 15, 2002, the Public Utilities Commission (Commission) received a petition from VP Telecom, Inc. (VP Telecom) for approval of its intrastate switched access tariff no.1 which is concurrent with the rates, terms, and conditions of the current Qwest tariff no 1. Additionally, VP Telecom requested an exemption from the requirement to develop intrastate switched access rates based on company specific costs and also a request for a waiver of the use of the formula in ARSD 20:10:27:12, so as to mirror the Qwest Corporation tariffed access rates. On August 15, 2002, the Commission electronically transmitted notice of the filing and the intervention deadline of September 6, 2002, to interested individuals and entities. No interventions were filed.

On October 17, 2002, the Commission considered VP Telecom's request for approval of its intrastate switched access tariff no. 1, an exemption from establishing switched access rates based on company specific costs, and a waiver of the use of the formula in ARSD 20:10:27:12, so as to mirror the Qwest Corporation tariffed access rates. The Commission has jurisdiction over this matter pursuant to SDCL 49-31-18, 49-31-19. ARSD 20:10:27:11 and ARSD 20:10:27:12. The Commission voted to grant the petition, as revised, for exemption from developing company specific cost-based switched access rates pursuant to ARSD 20:10:27:11, grant a waiver of the use of the formula in ARSD 20:10:27:12, so as to mirror the Qwest Corporation tariffed Access rates, and approve VP Telecom's intrastate switched access tariff no. 1. The Commission further ordered that VP Telecom, within three years of the date of this Order, file a petition to continue the exemption granted in this proceeding for file cost-based rates. The Commission voted to grant the petition, as revised, for exemption as conditioned herein and approve the tariff. It is therefore

ORDERED, that VP Telecom's petition, as revised to be exempt from establishing company specific cost-based switched access rates is granted, its request for a waiver of the use of the formula in ARSD 20:10:27:12, so as to mirror the Qwest Corporation tariffed access rates is granted, and its intrastate switched access tariff no. 1 is approved; and it is further

ORDERED that VP Telecom shall, within three years of the date of this Order, file a petition to continue the exemption granted in this proceeding or file cost-based intrastate switched access rates.

Dated at Pierre, South Dakota, this 28<sup>th</sup> 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: Tina Douglas

Date: October 28, 2002

(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