

KC/M4

NOT-CN1

In the Matter of - IN THE MATTER OF THE APPLICATION OF SOUTH DAKOTA BIG SKY TELECOM FOR A CERTIFICATE OF AUTHORITY TO PROVIDE LOCAL EXCHANGE SERVICES IN SOUTH DAKOTA

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
8/15/03	Filed andocketed;
8/21/03	Seably Filing;
5/16/04	Order Denying COA;
1/16/04	ocket Closed.

20:10:32:03. Certificate of authority for local exchange service -- Application requirements. A telecommunications company required to apply for a certificate of authority for local exchange services from the commission shall submit a written application and provide the following information unless the commission grants a waiver to omit a specific item of information:

(1) The applicant's name, address, telephone number, facsimile number, E-mail address, and whether the applicant is a sole proprietorship, partnership, corporation, limited liability corporation, or limited liability partnership;

South Dakota Big Sky Telecom, A Partnership, 374 Ansin Blvd, Hallandale, FL 33009
Tel: (954) 624-8660, Fax: (954) 454-4967, Toll-Free (866) 624-4967, e-mail:
bigsky@bigskytelecomm.com.

(2) If a sole proprietorship, the full name and business address of its owner; if a partnership, the full name and business address of each partner; if a corporation, a listing of the full name and business address of each corporate officer and director; if a limited liability corporation, the full name and business address of each member; or, if a limited liability partnership, the full name and business address of each partner;

Nicholas Cuneo, Jr.	374 Ansin Blvd, Hallandale, FL 33009
James Bramble	374 Ansin Blvd, Hallandale, FL 33009
Daniel Donahue	374 Ansin Blvd, Hallandale, FL 33009
Carmine Russo	374 Ansin Blvd, Hallandale, FL 33009

(3) The name under which applicant will provide local exchange services if different than in subdivision (1) of this section;

South Dakota Big Sky Telecom

RECEIVED

AUG 15 2003

(4) If a corporation:

N/A

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

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

CT Corporation System
319 South Coteau Street
Pierre, SD 59501

(b) A list of shareholders owning twenty percent or more of the interest in the business;

2. There are no shareholders. We are a General Partnership and the names are the same as #

(c) The state in which the applicant is incorporated, the date of incorporation, and a copy of its certificate of incorporation; and

Florida - See Attachment A

(d) If it is an out-of-state corporation, a copy of its certificate of authority to transact business in South Dakota from the secretary of state;

See Attachment B

(5) A description of the applicant's experience providing any telecommunications services in South Dakota or in other jurisdictions, including the types of services provided, and the dates and nature of state or federal authorization to provide the services;

Registered to provide services in Montana and Wyoming:

Wyoming PSC Registration: May 14, 2003

Montana PSC Registration: December 10, 2002

(6) Names and addresses of applicant's affiliates, subsidiaries, and parent organizations, if any;

Montana – Big Sky Telecom, 374 Ansin Blvd., Hallandale, FL 33009

Idaho Big Sky Telecom, 374 Ansin Blvd., Hallandale, FL 33009

Wyoming Big Sky Telecom, 374 Ansin Blvd., Hallandale, FL 33009

Big Sky Management, LLC, 374 Ansin Blvd., Hallandale, FL 33009

(7) A list and specific description of the types of services the applicant seeks to offer and the means by which the services will be provided including:

We are going to resell Qwest Communications and we are going to offer local dial-up and long distance to both residence and business. We intend to resell cellular and DSL service, but have not yet entered into contracts.

(a) Information indicating the classes of customers the applicant intends to serve;

Both residence and business

(b) Information indicating the extent to and time-frame by which applicant will provide service through the use of its own facilities, the purchase of unbundled network elements, or resale;

We should be offering service within six (6) months as a reseller of Qwest and long distance, cellular and DSL providers.

(c) A description of all facilities that the applicant will utilize to furnish the proposed local exchange services, including any facilities of underlying carriers; and

We will be using all of Qwest's facilities as we are a reseller. We are presently negotiating with Global Crossing as our primary long distance provider. We do not plan to be fully or partially facilities based.

(d) Information identifying the types of services it seeks authority to provide by reference to the general nature of the service;

Local, Long Distance, Cellular and DSL.

(8) A service area map or narrative description indicating with particularity the geographic area proposed to be served by the applicant;

We intend to service all the areas where Qwest provides service their service
See Attachment C

(9) Information regarding the technical competence of the applicant to provide its proposed local exchange services including:

Our technical director is a tenured professor of computer/telecom technology with 10 years experience operating and designing the information functions of a major university.

(a) A description of the education and experience of the applicant's management personnel who will oversee the proposed local exchange services; and

Nicholas Cuneo, Jr., B.A.: President of a major division of Wall Street Firm.
James Bramble, General Counsel, JD, LLM, LLD: 40 years experience in law.

(b) Information regarding policies, personnel, or arrangements made by the applicant which demonstrates the applicant's ability to respond to customer complaints and inquiries promptly and to perform facility and equipment maintenance necessary to ensure compliance with any commission quality of service requirements;

Customer service personnel are presently in training and will have full information and authority to satisfy customer complaints and problems. Service and repair will be provided by our local contractor, already under contract.

(10) Information explaining how the applicant will provide customers with access to emergency services such as 911 or enhanced 911, operator services, inter-exchange services, directory assistance, and telecommunications relay services;

All of this will be handled by Qwest as this will all be in our contract with them. 24 hour customer service will be provided by us. Emergency calls will be handled by Qwest and transmissions quality same as Qwest.

(11) Financial information including:

(a) For the most recent 12 month period, financial statements of the applicant consisting of balance sheets, income statements, and cash flow statements; and

A minimum of one million dollars will be committed prior to our start up of operations. We will be sure to provide evidence prior to that time.

(b) If a public corporation, the applicant's latest annual report and report to stockholders;

N/A

(12) Information detailing the following matters associated with interconnection to provide proposed local exchange services:

(a) The identity of all local exchange carriers with which the applicant plans to interconnect;

With Qwest, and all LEC's offering local dial up service to their customers

(b) The likely timing of initiation of interconnection service and a statement as to when negotiations for interconnection started or when negotiations are likely to start; and

We will begin negotiations at least two (2) months prior to initiation of service with rural carriers. Our negotiations with Qwest are about to be finalized and that contract will be extended to the other states that we will be servicing.

(c) A copy of any request for interconnection made by the applicant to any local exchange carrier;

None

(13) A tariff or price list indicating the prices, terms, and conditions of each contemplated local service offering;

See Attachment D

(14) Cost support for rates shown in the company's tariff or price list for rate or price regulated noncompetitive or emerging competitive services;

Not applicable at this time

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

We will be doing outbound and inbound Telemarketing, newspaper advertising, radio & TV ads.

(16) If the applicant is seeking authority to provide local exchange service in the service area of a rural telephone company, the date by which the applicant expects to meet the service obligations imposed pursuant to § 20:10:32:15 and applicant's plans for meeting the service obligations;

We intend to negotiate interconnect agreements only at this time. If a decision is made at a later time to provide such service, we will comply with all the requirements of the law.

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

Montana, Wyoming and we are awaiting approval in Idaho and North Dakota. We are in good standing with the Secretary of State in the following States: Montana, Wyoming, Idaho, North Dakota, and South Dakota. See Attachment E

(18) The names, addresses, telephone numbers, E-mail addresses, and facsimile numbers of the applicant's representatives to whom all inquiries must be made regarding customer complaints and other regulatory matters;

Nicholas Cuneo, Jr.
374 Ansin Blvd.
Hallandale, FL 33009
Ph: 954-624-8660
Fax: 954-454-4967
Ncuneo@Bigskymgt.net

James Bramble
374 Ansin Blvd.
Hallandale, FL 33009
Ph: 954-624-8660
Fax: 954-454-4967
Jbramble@Bigskymgt.net

Carmine Russo
374 Ansin Blvd.
Hallandale, FL 33009
Ph: 954-624-8660
Fax: 954-454-4967
Crusso@Bigskymgt.net

(19) Information concerning how the applicant plans to bill and collect charges from customers who subscribe to its proposed local exchange services;

We have contracted with a company called Dayton Data Processing, Inc. (DDP, Inc.). They will be handling all of our billing. And we are also under contract with a lockbox company called SunTrust Bank which will handle and process all of our incoming bills and make the proper distribution.

(20) Information concerning the applicant's policies relating to solicitation of new customers and a description of the efforts the applicant shall use to prevent the unauthorized switching of local service customers by the applicant, its employees, or agents;

We will be using a company called The Third Party Verification Company to handle all of our Third Party Verification to make sure that we are in compliance with all state and PUC Rules and Regulations.

(21) The number and nature of complaints filed against the applicant with any state or federal commission regarding the unauthorized switching of a customer's

telecommunications provider and the act of charging customers for services that have not been ordered;

None

(22) A written request for waiver of those rules believed to be inapplicable;

Not applicable

(23) Federal tax identification number; and

75-3114155

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

Not applicable

The commission may require the production of an audited financial statement and additional information to supplement that contained in the application. A company shall notify the commission of any changes in subdivisions (1), (3), (13), and (18) and subsection (4)(a) of this section as they occur. However, a telecommunications company serving less than fifty thousand local exchange subscribers in this state is not required to file cost support information and its tariffs shall be filed for informational purposes only.

Not applicable

Source: 25 SDR 89, effective December 27, 1998; 26 SDR 110, effective March 7, 2000.

General Authority: SDCL 49-31-76.

Law Implemented: SDCL 49-31-3, 49-31-69, 49-31-76.

Attachment "A"



FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

May 16, 2003

SOUTH DAKOTA BIG SKY TELECOM
310 NE 1ST AVENUE
HALLANDALE, FL 33009

The Partnership Registration Statement for SOUTH DAKOTA BIG SKY TELECOM, a Florida partnership, was filed on May 15, 2003. The document number to this filing is GP0300000985.

Enclosed is the certification you requested.

Please be aware if the partnership address changes, it is the responsibility of the partnership to notify this office.

Should you have any questions regarding partnerships, please contact this office at the address given below.

Sincerely,
Lee Rivers
Document Specialist
Partnership Section
Division of Corporations

Letter Number: 303A00030523

State of Florida



Department of State

I certify the attached is a true and correct copy of the Partnership Registration Statement of SOUTH DAKOTA BIG SKY TELECOM, a Florida partnership, filed on May 15, 2003, as shown by the records of this office.

The document number issued to this filing is GP0300000985.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Sixteenth day of May, 2003



CR2EO22 (2-03)

Glenda E. Hood
Glenda E. Hood
Secretary of State

Attachment 157
Secretary of State

State Capitol, Ste 204
500 East Capitol Avenue
Pierre, South Dakota
57501-5070
sdsos@state.sd.us



Chris Nelson
Secretary of State

To: BIG SKY TELECOM
310 NE 1ST AVE
HALLANDALE FL 33009

From: Secretary of State Chris Nelson
Corporations Division

Date: May 14, 2003

Re: SOUTH DAKOTA BIG SKY TELECOM, A PARTNERSHIP
Document Filings

The documents submitted on behalf of **SOUTH DAKOTA BIG SKY TELECOM, A PARTNERSHIP** have been received and filed.

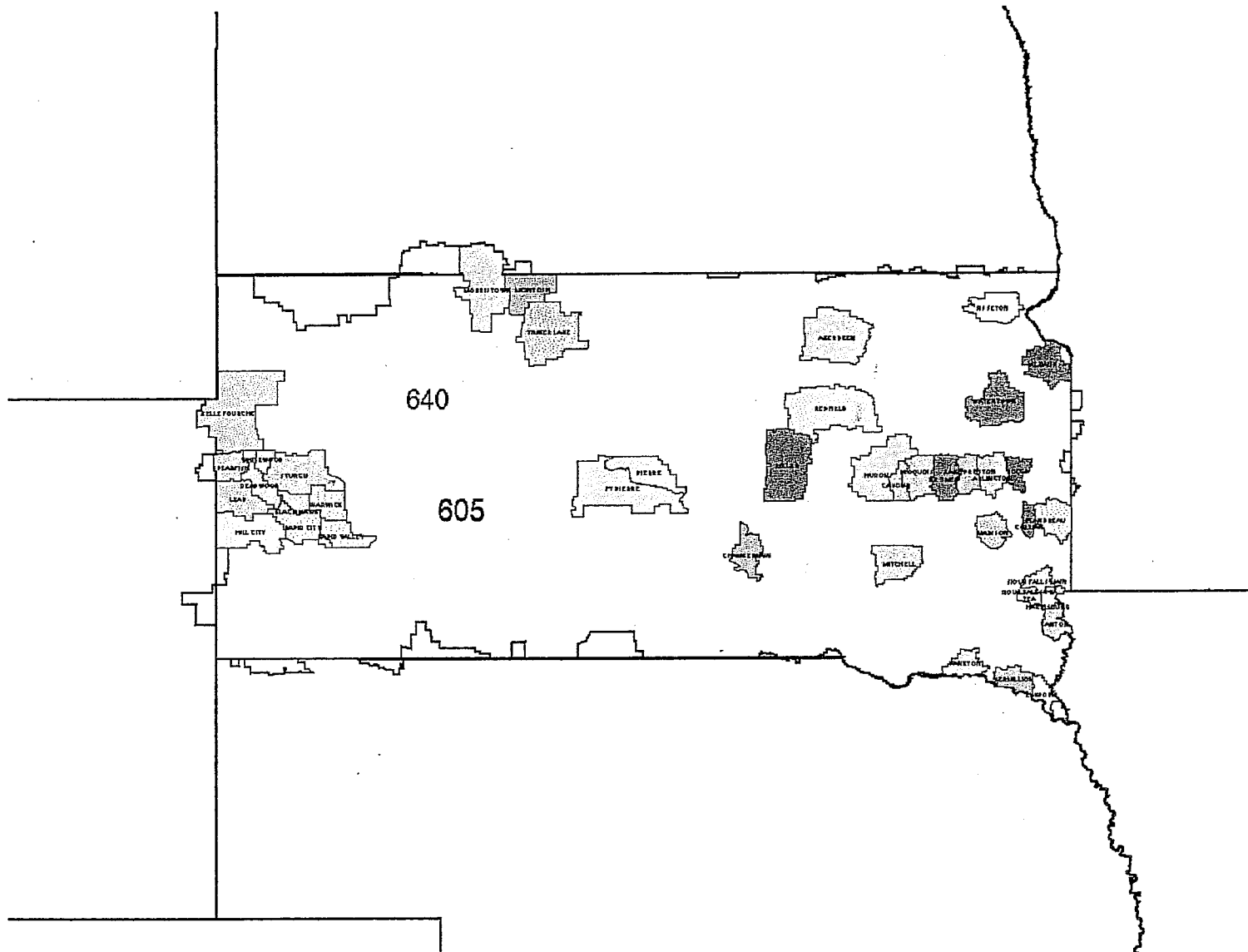
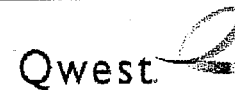
The partnership is canceled by operation of law five years after the date on which the statement, or the most recent amendment, was filed with the Secretary of State.

Enclosed is the acknowledgement with a receipt for the fee of \$90.

Thank you.

Attachment "C"

The State of
South Dakota



- Rate Centers**
- ABERDEEN
 - ARLINGTON
 - BELLEFORCH
 - BELOIT
 - CAVOUR
 - CHAMBERLAN
 - COLMAN
 - DE SMET
 - DEADWOOD
 - E HARRISBG
 - ELK POINT
 - FLANDREAU
 - HILL CITY
 - HURON
 - IROQUOIS
 - LEAD
 - LK PRESTON
 - MADISON
 - MCINTOSH
 - MILBANK
 - MILLER
 - MITCHELL
 - NOMORRISTN
 - PIERRE
 - RAPID CITY
 - REDFIELD
 - SIoux FLS
 - SO YANKTON
 - SPEARFISH
 - STURGIS
 - TIMBERLAKE
 - VERMILLION
 - VOLGA
 - WATERTOWN
 - WHITEWOOD

- No Port Scheduled
- AREA CODE
- Lata

2/14/02

Qwest Corporation does not guarantee the accuracy of this map.
For unique location, please contact your Qwest Representative.



Attachment "D"

SOUTH DAKOTA BIG SKY TELECOM

Schedule of

GENERAL REGULATIONS FOR EXCHANGE SERVICES

Applying to the Local Exchange

Services and Facilities of this Company

in the State of South Dakota

PAGE 2	
ORIGINAL	
NAME OF UTILITY	(Acceptance Stamp)

TABLE OF CONTENTS

Subject Matter Sheet Number

Title Page 1

Table of Contents 2

Application of Price list 6

Symbols 6

Contact Information 7

SECTION 1.0 – DEFINITIONS 8

SECTION 2.0 – REGULATIONS 10

2.1 Undertaking of the Company 10

2.2 Shortage of Equipment or Facilities 11

2.3 Selection of Transmission 11

2.4 Notification of Service-Affecting Activities 12

2.5 Provision of Equipment and Facilities 12

2.6 Terms and Conditions 12

2.7 Non-Routine Installation and Special Construction 13

2.8 Ownership of Facilities 14

2.9 Rights-of-Way 15

Issued 2003 Effective 2003

Issued by _____

Title _____

PAGE 3	
ORIGINAL	
NAME OF UTILITY	(Acceptance Stamp)

SECTION 2.0 - REGULATIONS (Cont'd)			
2.10	Liability	15	
2.11	Indemnification	18	
2.12	Conflicts Between Price List and Commission Rules	18	
2.13	Allowances for Interruptions in Service	18	
2.14	Obligations of the Customer	20	
2.15	Prohibited Uses	23	
2.16	Payments	23	
2.17	Taxes, Charges and Fees	26	
2.18	Deposits	26	
2.19	Refusal or Termination of Services	27	
2.20	Restoration of Service	33	
2.21	Assignment	33	
2.22	Promotions	34	
2.23	E-911	34	
2.24	Public Notice	34	
Issued		2003	Effective 2003

Issued by _____

Title _____

PAGE 4	(Acceptance Stamp)
ORIGINAL	
NAME OF UTILITY	

SECTION 3.0 – LOCAL EXCHANGE SERVICES			
3.1 General	34		
3.2 Service Descriptions	3		
3.2.1 Residential Service	35		
3.2.2 Business Service	36		
3.2.3 Lines and Trunks	36		
3.2.4 Optional and Vertical Features	36		
3.2.5 Other	36		
3.2.6 Number Services	36		
3.2.7 Miscellaneous Charges	37		
3.2.7.1 Installation	37		
3.2.7.2 Move and Change Charges	37		
3.2.7.3 Additional Labor/Overtime	37		
3.2.8 Universal Service Fund	38		
Issued	2003	Effective	2003

Issued by _____

Title _____

PAGE 5

ORIGINAL

NAME OF UTILITY

(Acceptance Stamp)

SECTION 4.0 – RATES

4.1 Residential Service 39

4.2 Business Service 39

4.3 Lines and Trunks 39

4.4 Optional and Vertical Features 39

4.5 Other 40

4.6 Number Services 41

4.7 Miscellaneous Charges 41

Issued by _____

Title _____

PAGE 6	(Acceptance Stamp)
ORIGINAL	
NAME OF UTILITY	

APPLICATION OF PRICE LIST

South Dakota Big Sky Telecom a Partnership (hereinafter "The Company") has applied to the South Dakota Public Utilities Commission (South Dakota PUC) for authorization to provide competitive local exchange and interexchange services.

This price list sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange services to residential and small business customers within the all areas claimed by Qwest Corporation and all unclaimed areas throughout the state of South Dakota. The rates and rules contained herein are subject to change pursuant to the rules and regulations of the South Dakota PUC.

EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS PRICE LIST

The following symbols shall be used as set out below to describe specific changes made to the original price list.

- C Indicates a changed listing, rule, or condition, which may affect rates or charges
- D Indicates discontinued material, including a listing, rate, rule or condition
- I Indicates an increase
- M Indicates that the material has been relocated to another part of price list schedules with no change in text, rate, rule or condition
- N Indicates new material including listing, rate, rule or condition
- R Indicates a reduction
- S Indicates reissued matter
- T Indicates a change in wording of text, but not a change in rate, rule or condition.

Issued 2003 Effective 2003

Issued by _____

Title _____

PAGE 7

ORIGINAL

NAME OF UTILITY

(Acceptance Stamp)

CONTACT INFORMATION

South Dakota Big Sky Telecom a Partnership
374 Ansin Blvd
Hallandale, Florida 33009
Phone: (954) 624-8660
Fax: (954) 454-4967
Email: bigsky@bigskytelecom.com

Customer Contact -

For establishment of service, complaints and inquires regarding service and billing, or reporting or inquiring about network outages or service problems.

Customer Service: (866) 624-4759

Maintenance: (954) 624-8660

Commission Contact -

For complaints, inquiries and matters concerning rates and price lists.

Matters concerning customer service:

Carmine Russo
Phone: (954) 624-8660
Fax: (954) 454-4967
Email: bigsky@bigskytelecom.com

Matters concerning tariffs and regulatory affairs

James Bramble
General Counsel
Phone: (954) 624-8660
Fax: (954) 454-4967
Email: bigsky@bigskytelecom.com

Issued 2003 Effective 2003

Issued 2003 Effective 2003

Issued by _____

Title _____

PAGE 8	
ORIGINAL	
NAME OF UTILITY	(Acceptance Stamp)

1.0 DEFINITIONS (Cont'd)

Central Office: Company facilities where subscriber lines are connected to each other through switching equipment for placing local and long distance telephone calls.

Company or Name of Company: South Dakota Big Sky Telecom a Partnership

Customer or Subscriber: The person, firm or corporation that orders service and is responsible for the payment of charges for that service and for compliance with the Company's regulations related to that service.

Nonlisted Service: A directory listing service wherein a Customer is not listed in the published directory, but is listed in the directory assistance database.

Nonpublished Service: A directory listing service wherein a Customer is not listed in the published directory or in the directory assistance database.

Recurring Charges: The charges to a Customer for services, facilities and equipment, which recur monthly for the agreed upon duration of the service.

Residential Service: Telephone Service provided to customers when the actual or obvious use is for domestic purposes.

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 the Customer refuses to accept service because it does not conform to the standards set forth in the Service Order or in this price list, in which case the Service Commencement Date is the date on which the Customer accepts service. The Company and the Customer may agree on a substitute Service Commencement Date.

Issued

2003

Effective

2003

Issued by _____

Title _____

ORIGINAL

NAME OF UTILITY

(Acceptance Stamp)

1.0 DEFINITIONS (Cont'd)

Service Order: The written order for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the obligations of the respective parties as set forth therein and pursuant to this price list; except that 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.

Small Business Service: Telephone service provided to businesses with five (5) or fewer lines.

2.0 REGULATIONS2.1 Undertaking of the Company2.1.1 Scope

2.1.1.2 The Company undertakes to furnish local exchange and long distance communications service pursuant to the terms of this price list.

2.1.1.3 The services offered herein may be used for any lawful purpose. There are no restrictions on sharing or resale of the Company's services. However, the Customer remains liable for all obligations under this price list even if such sharing or resale arrangements exist regardless of the Company's knowledge of these arrangements. If service is jointly ordered by more than one Customer, each is jointly and severally liable for all obligations.

Issued

2003

Effective

2003

Issued by _____

Title _____

PAGE 10	
ORIGINAL	
NAME OF UTILITY	(Acceptance Stamp)

2.1.1.4 The services the Company offers shall not be used for any unlawful purposes or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.1.1.5 Company services may be connected to the services or facilities of other communication carriers only when authorized by and in accordance with the terms and conditions of any price lists of such other communication carriers.

2.1.1.6 The services of the Company are furnished for the transmission of voice communications but may also be used for data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the technologies or combination of technologies available. Service is available twenty-four hours a day, seven days a week.

2.2 Shortage of Equipment or Facilities

The furnishing of service under this price list is subject to the availability on a continuing basis of all facilities necessary to provide the service. Services will be provided using facilities provided on a resale basis on a interconnect agreement with Qwest.

2.3 Selection of Transmission

The Company selects and/or arranges for the channels and/or service components and underlying network facilities used to provide service. The Company may modify or change the channels, service components and underlying Company facilities or the underlying carrier at any time subject to Part 68 of the FCC's Rules and Regulations and this price list.

Issued

2003

Effective

2003

Issued by _____

Title _____

ORIGINAL

NAME OF UTILITY

(Acceptance Stamp)

2.4 Notification of Service-Affecting Activities

The Company will provide the Customer with reasonable notification of service-affecting activities that may occur during the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive 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-affecting activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements. Notification to the Customer may not be possible with some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage.

2.5 Provision of Equipment and Facilities

2.5.1 The Company shall make a reasonable effort to provide service 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 price list.

2.5.2 The Company shall make a reasonable effort to maintain facilities that it furnishes to the Customer. The Customer shall not, and the Customer shall not permit others to, rearrange, disconnect, remove, attempts to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

2.6 Terms and Conditions

2.6.1 Service is provided on a minimum term basis of at least one-month, using 24-hours per day for each day of the month. For purposes of this price list, a month is considered to have thirty days. All calculations of dates set forth in this price list shall be based on calendar days, unless otherwise specified herein.

Issued

2003

Effective

2003

Issued by _____

Title _____

PAGE 12	
ORIGINAL	
NAME OF UTILITY	(Acceptance Stamp)

2.6 Terms and Conditions (Cont'd)

2.6.2 This price list shall be interpreted and governed by the laws of the State of South Dakota and the Rules issued by the South Dakota Public Utilities Commission.

2.7 Non-routine Installation and Special Construction

2.7.1 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply.

2.7.2 Special Construction

Subject to the agreement of the Company, special construction of facilities may be undertaken on a reasonable effort basis at the request of the Customer. Special construction may include that construction undertaken:

- (a) where facilities are not presently available;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its service;
- (c) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) in a quantity greater than that which the Company would normally utilize in the furnishing of its services;

Issued 2003 Effective 2003

Issued by _____

Title _____

PAGE 13	
ORIGINAL	
NAME OF UTILITY	(Acceptance Stamp)

2.7.2 Special Construction (Cont'd)

- (e) on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) involving abnormal costs; or
- (h) in advance of normal construction.

Special construction will be undertaken at the discretion of the Company consistent with budgetary responsibilities and consideration for the effect on Company's other Customers and contractual responsibilities.

2.7.3 If required by the Company, the Customer shall make an advance payment before services are furnished and such advance payment will be credited to the Customer's initial bill. The Company may require such an advance payment, when additional costs are incurred to perform special or extraordinary construction to provide services required by the customer.

2.8 Ownership of Facilities

Title to all facilities and equipment, and related plans and proposals, provided by the Company in furnishing service remains with the Company, its agents or contractors. Such facilities and equipment, plans and proposals shall be returned to the Company by the Customer whenever requested, within a reasonable period following the request and in as good condition as reasonable wear will permit.

Issued 2003 Effective 2003

Issued by _____

Title _____

PAGE 14	
ORIGINAL	
NAME OF UTILITY	(Acceptance Stamp)

2.0 REGULATIONS (Cont'd)

2.9 Rights-of-Way

Provisioning of the Company's services is subject to and contingent upon the Company's ability to obtain and maintain rights-of-way and access to public and private property necessary for installation of the facilities used to provide the Company's services to the Customer's service point as agreed to by the Company.

2.10 Liability

2.10.1 Exculpatory Clause

THE INCLUDED EXCULPATORY LANGUAGE DOES NOT CONSTITUTE A DETERMINATION BY THE COMMISSION THAT A LIMITATION OF LIABILITY IMPOSED BY THE COMPANY SHOULD BE UPHELD IN A COURT OF LAW. ACCEPTANCE FOR FILING BY THE COMMISSION RECOGNIZES THAT IT IS A COURT'S RESPONSIBILITY TO ADJUDICATE NEGLIGENCE AND CONSEQUENTIAL DAMAGE CLAIMS. IT IS ALSO THE COURT'S RESPONSIBILITY TO DETERMINE THE VALIDITY OF THE EXCULPATORY CLAUSE.

2.10.2 Liability of the Company

2.10.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

Issued

2003

Effective

2003

Issued by _____

Title _____

PAGE 15	(Acceptance Stamp)
ORIGINAL	
NAME OF UTILITY	

2.10 Liability (Cont'd)

- 2.10.4 The Company's services are available for use 24 hours per day, seven days per week.
- 2.10.05 The Company does not transmit messages, but the services may be used for that purpose.
- 2.10.6 The Company's services may be denied for nonpayment of charges or for other tariff violations as set forth in Section 2.10 herein.
- 2.10.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.10.8 The Customer is responsible for notifying the Company immediately of any unauthorized use
- 2.10.9 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.10.10 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

Issued

2003

Effective

2003

Issued by _____

Title _____

ORIGINAL

NAME OF UTILITY

(Acceptance Stamp)

2.10 Liability (Cont'd)

2.10.11 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.

2.10.12 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.

2.10.13 The Company, shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.

2.10.14 The Company shall not be liable for any indirect, special, incidental damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

Issued

2003

Effective

2003

Issued by _____

Title _____

PAGE 17	(Acceptance Stamp)
ORIGINAL	
NAME OF UTILITY	

2.10 Liability cont'd

2.10.15 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.11 Indemnification

Reserved for future use

2.12 Conflicts Between Price List and Commission Rules

If this Price List contains provisions that deny or restrict a Customer's rights otherwise protected by Commission rules, Commission rules supersede any conflicting tariff or price list provisions that deny or restrict any of those rights, unless otherwise ordered by the Commission, court order, or statute.

2.13 Allowances for Interruptions in Service

A credit allowance will be given for interruptions of service, subject to the provisions of this section.

2.13.1 Credit for Service Interruptions

A credit allowance will be made when an interruption in service occurs. An interruption in service is considered to exist when the local service quality deteriorates to such an extent that the customer cannot make local calls or cannot receive local calls or cannot use the service for voice grade communications because of cross talk, static or other transmission problem.

Issued

2003

Effective

2003

Issued by _____

Title _____

PAGE 18	(Acceptance Stamp)
ORIGINAL	
NAME OF UTILITY	

2.13.1 Credit for Service Interruptions (Cont'd)

An interruption period begins when the Customer reports a circuit, service or facility to be interrupted and releases it for testing.

2.13.1.1 The Company must restore service: within sixteen (16) hours after the report of the outage if the customer notifies the telephone company that the service outage creates an emergency; or

2.13.1.2 within 24 hours after the report of the outage if no emergency exists.

2.13.1.3 Outages reported between noon on Saturday and 6:00 p.m. on the following Sunday must be restored within forty-eight (48) hours or by 6:00 p.m. on the following Monday, whichever is sooner.

If the Company does not restore service within the times required by this paragraph, the Company will credit the customer's account for an amount equal to the monthly rate for one (1) month of basic local exchange service.

2.13.2 Limitations on Allowances

No credit allowance will be made for:

2.13.2.1 interruptions due to the negligence of the Customer, or noncompliance with, or acts of omission regarding the provisions of this price list by the Customer, authorized user or joint user;

Issued

2003

Effective

2003

Issued by _____

Title _____

PAGE 19	
ORIGINAL	
NAME OF UTILITY	(Acceptance Stamp)

2.13.2 Limitations on Allowances (Cont'd)

- 2.13.2.2 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;
- 2.13.2.3 interruptions of service during a period when the Customer has released service to the Company for maintenance
- 2.13.2.4 purposes or for implementation of a Customer order for a change in service arrangements; or
- 2.13.2.5 interruption of service due to circumstances or causes beyond the control of the Company and affecting large groups of customers.

2.14 Obligations of the Customer

Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.

- 2.14.1 Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.14.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.

Issued 2003 Effective 2003

Issued by _____

Title _____

PAGE 20	(Acceptance Stamp)
ORIGINAL	
NAME OF UTILITY	

2.14 Obligations of the Customer (Cont'd)

- 2.14.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and set forth in this tariff, and that the signals do not damage equipment, injure electrical power without charge to the Company.
- 2.14.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provisions of the Company's services.
- 2.14.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.
- 2.14.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or services, that the Company's facilities or services, that the signals emitted into the Company's network are of proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel or the quality of service to other

Issued

2003

Effective

2003

Issued by _____

Title _____

PAGE 21	(Acceptance Stamp)
ORIGINAL	
NAME OF UTILITY	

<p>2.14 <u>Obligations of the Customer (cont'd)</u></p> <p>2.14.7 The Customer may pay the Company for replacement or repair of damage to the equipment or facilities of the Company by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.</p> <p>2.14.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.</p> <p>2.14.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.</p> <p>2.14.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all State, federal and local authorities having jurisdiction over the service.</p> <p>2.14.11 The Customer shall provide at no charge, as specified by the Company, any personnel, equipment, space, power, heating and air conditioning needed to operate, and maintain a proper operating environment for the Company's facilities and equipment installed on the Customer's premises.</p> <p>2.14.12 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 Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer- provided facilities and equipment to Company-owned facilities and equipment.</p>				
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Issued</td> <td style="width: 33%; text-align: center;">2003</td> <td style="width: 33%; text-align: center;">Effective</td> <td style="width: 33%; text-align: right;">2003</td> </tr> </table>	Issued	2003	Effective	2003
Issued	2003	Effective	2003	

Issued by _____

Title _____

PAGE 22	(Acceptance Stamp)
ORIGINAL	
NAME OF UTILITY	

2.14 Obligations of the Customer (cont'd)

2.14.13 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action, as it deems 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.

2.15 Prohibited Uses

The Customer shall not use or allow the use of the Company's facilities or equipment installed at the Customer's premises for any purpose other than that for which the Company provides it, without the prior written consent of the Company.

2.15.1 Abuse

The abuse of Company Services is prohibited. Abuse includes, but is not limited to, the following activities:

- (a) Using service to make calls that might reasonably be expected to frighten, torment, or harass another.

- (b) Using service in such a way that it interferes unreasonably with the use of Company services by others.

Issued

2003

Effective

2003

Issued by _____

Title _____

PAGE 23	(Acceptance Stamp)
ORIGINAL	
NAME OF UTILITY	

2.15.2 Fraudulent Use

The fraudulent use or the intended or attempted fraudulent use of service is prohibited and can result in the discontinuance of services as set out by this price list. Fraudulent use consists of using or attempting to use service with the intent to avoid the payment, either in whole or in part, of the price listed charges for the service including but not limited to:

- (a) rearranging, tampering with, or making connections not authorized by this price list to any network components used to furnish service; or
- (b) using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices, or electronic devices.

2.16 Payments

2.16.1.1 The Customer shall pay outstanding charges within 15 days of the invoice date. Charges normally will be invoiced in arrears, with monthly recurring charges invoiced on or about the first of the month for which the charges apply. Amounts not paid within 15 after the date of the invoice are considered delinquent.

2.16.1.2 The Customer shall pay all charges for use of the service by any persons whether or not authorized by the Customer, except in those instances where it has been determined that the Customer's present and former employees, agents and

Issued 2003 Effective 2003

Issued by _____

Title _____

PAGE 24	
ORIGINAL	
NAME OF UTILITY	(Acceptance Stamp)

2.16 Payments (Cont'd)

authorized users were not responsible for calls billed to the Customer via third party billing and the Company did not verify that the charges for the call would be accepted. The Customer is not responsible for unauthorized use of service to the extent such use is proximately caused by the Company's willful or negligent act.

2.16.2 Disputed Bills

2.16.2.1 Any Customer who disputes a portion of a bill rendered for Company services shall pay the undisputed portion of the bill and notify the Company that such unpaid amount is in dispute within thirty (30) days of receipt of the bill. If such notice is not received by the Company within thirty (30) days as indicated above, the Company shall consider the bill statement to be due and payable in full by the Customer. Payment of the amount due by the Customer does not constitute a waiver of the Customer's rights under the provisions of IDAPA 31.41.01.204 to challenge any billing amount due or paid to the Company.

2.16.2.2 In the event a Customer and the Company cannot resolve a billing dispute to their mutual satisfaction, the Customer may contact the South Dakota PUC and proceed in accordance with the South Dakota PUC's Rules. The address and telephone numbers for the South Dakota PUC are:

Issued

2003

Effective

2003

Issued by _____

Title _____

PAGE 25	(Acceptance Stamp)
ORIGINAL	
NAME OF UTILITY	

South Dakota Public Utilities Commission
 500 East Capitol Avenue
 Capitol Building, 1st Floor
 Pierre, South Dakota 57501-5070
 (605) 773-3201

2.16.3 Payment Arrangements

2.16.3.1 When a Customer cannot pay a bill in full, the Company may continue to serve the Customer if the Customer and the Company agree on reasonable portion of the outstanding bill to be paid immediately, and the manner in which the balance of the outstanding bill will be paid.

2.16.3.2 In deciding on the reasonableness of a particular agreement, the Company will take into account the Customer's ability to pay, the size of the unpaid balance, the Customer's payment history and length of service, and the amount of time and reasons why the debt is outstanding.

2.16.3.3 Payments are to be applied to the undisputed balance owed by the Customer. A Customer may designate how a payment insufficient to pay the total balance due shall be applied. If applicable, and in the absence of instructions from the Customer, a partial payment shall be allocated first to local exchange services. [See IDAPA.31.41.01 Rule 306.06.] Such payments shall be applied first to the oldest undisputed balances.

Issued

2003

Effective

2003

Issued by _____

Title _____

PAGE 26	(Acceptance Stamp)
ORIGINAL	
NAME OF UTILITY	

2.16.3 Payment Arrangements (cont'd)

2.16.3.4 If a Customer fails to make the payment agreed upon by the date that it is due, the Company may, but is not obligated to, enter into a second payment arrangement.

2.16.3.5 A Customer's failure to pay for undisputed MTS charges billed by the Company may result in loss of 0+, 0- and 1+ dialing access to MTS services until such time as the customer pays the undisputed charges and applicable reconnection charges, if any.

2.16.3.6 Customer failure to pay undisputed charges for other services may result in discontinuance of those services.

2.17 Taxes, Charges, Fees

In addition to the rates and charges described in this price list, the Customer may be responsible for payment of taxes, charges or fees ordered by the South Dakota PUC, the South Dakota State Legislature, or local and county governments. When the Company is authorized to collect such taxes, charges or fees from the Customer, these taxes, charges and fees will be itemized separately on the Customer's bill.

2.18 Deposits

2.18.1 The Company will not require advance deposits.

2.18.2 If the Company can prove that the Customer is likely to be a credit risk or to damage property of the Company, the Company may refuse services.

Issued

2003

Effective

2003

Issued by _____

Title _____

PAGE 27	
ORIGINAL	
NAME OF UTILITY	(Acceptance Stamp)

2.0 REGULATIONS (Cont'd)

2.19 Refusal or Termination of Services

If the Company intends to deny an available service to an applicant, the Company will provide the applicant with a written explanation of its refusal to serve. The written explanation shall include:

- a) the reasons for denial of the service;
- b) actions the applicant may take in order to receive the denied service; and
- c) a statement that the Customer may file an informal or formal complaint concerning denial of the service with the Company or with the South Dakota PUC.

2.19.1 Grounds for Refusal to Establish Service

The Company may refuse to establish service if any of the following conditions exist:

- 2.19.1.1 the applicant has an outstanding amount due to the Company for similar utility services and the applicant is unwilling to make acceptable arrangements with the Company for payment;
- 2.19.1.2 a condition exists that, in the Company's judgment, is unsafe or hazardous to the applicant, the general population, or the Company's personnel, agents or facilities;

Issued

2003

Effective

2003

Issued by _____

Title _____

PAGE 28	(Acceptance Stamp)
ORIGINAL	
NAME OF UTILITY	

2.19 Refusal or Termination of Services (cont'd)

2.19.1.3 the applicant is known to be in violation of the Company's price lists filed with the Commission;

2.19.1.4 the applicant fails to furnish such funds, suitable facilities, and/or rights-of-way which have been specified by the Company as necessary to and a condition for providing service to the applicant; or

2.19.1.5 the applicant has falsified his/her identity for the purpose of obtaining service.

2.19.2 Grounds for Termination with Written Prior Notice

Except as otherwise specified in this price list or South Dakota PUC rules, the Company may, upon reasonable written notice to the Customer, discontinue services for any of the following reasons:

2.19.2.1 for nonpayment of any undisputed amounts owing to the Company;

2.19.2.2 for services provided to premises that have been vacated by the Customer;

2.19.2.3 for tampering with the Company's property;

2.19.2.4 for violation of rules, service agreements, or filed price lists;

Issued 2003 Effective 2003

Issued by _____

Title _____

PAGE 29	
ORIGINAL	
NAME OF UTILITY	(Acceptance Stamp)

2.0 REGULATIONS (Cont'd)

2.19.2 Grounds for Termination with Written Prior Notice

2.19.2.5 for use of Customer equipment which adversely affects the Company's property, facilities, or service to its other Customers, or upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair; or

2.19.2.6 for fraudulent obtaining or use of service, including, but not limited to:

- (a) providing false information to carrier the Company regarding the Customer's identity, address, creditworthiness, or current or planned use of common communications;
- (b) using or attempting to use service by rearranging, tampering with, or making connection to the Company's service where not authorized by this price list;
- (c) using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
- (d) any other fraudulent means or device.

Issued

2003

Effective

2003

Issued by _____

Title _____

ORIGINAL

NAME OF UTILITY

(Acceptance Stamp)

2.0 REGULATIONS (Cont'd)

2.19.3 Without Written Notice to the Customer

The Company may deny or discontinue the furnishing of any and/or all service(s) to a Customer immediately and without prior notice to the Customer and without the Customer's permission for one or more of the following reasons:

- 2.19.3.1 Dangerous Condition. A condition immediately dangerous or hazardous to the life, physical safety, or property exists, or it is necessary to prevent a violation of federal, state or local safety or health codes.
- 2.19.3.2 Ordered to Terminate Service. The Company is ordered to terminate service by any court, the South Dakota PUC, or any other duly authorized public authority.
- 2.19.3.3 Services Obtained Illegally. The services(s) was (were) obtained, diverted or used without the authorization or knowledge of the Company.
- 2.19.3.4 Customer Unable to be Contacted. The Company has tried diligently to provide reasonable notice to the Customer, but has been unsuccessful in its attempt to contact the Customer.
- 2.19.3.5 Misrepresentation of Identity. The Customer has misrepresented the Customer's identity for purposes of obtaining telephone service and either does not have nor has an inadequate security deposit on file with the Company.

Issued

2003

Effective

2003

Issued by _____

Title _____

PAGE 32	(Acceptance Stamp)
ORIGINAL	
NAME OF UTILITY	

2.19.4 Notice of Disconnection (Cont'd)

2.19.4.3 Additional Notice

If the Company does not terminate service within seven (7) days after a proposed termination date, and the matter is not the subject of a pending complaint before the South Dakota PUC, or if other arrangements have not been made with the Customer, the Company will again make a diligent effort to contact the Customer to advise the Customer of the proposed action. If the Company has not terminated service within twenty-eight (28) days of mailing a written notice of termination, but still intends to terminate, the Company will again issue a written notice as set out by subsection 2.19.4.1 of this price list, related to Seven-Day Notice.

2.19.5 Customer Cancellation of Service

If the Customer cancels a service order or terminates service before the completion of the term of service specified in the service order for any reason, the Customer agrees to pay to the Company all costs, fees, and expenses reasonably incurred in connection with special construction and with the term of service. In addition, the Customer may be liable for termination charges up to a maximum amount equal to the total charges applicable for the remaining term specified in the service order.

Issued

2003

Effective

2003

Issued by _____

Title _____

PAGE 33	
ORIGINAL	
NAME OF UTILITY	(Acceptance Stamp)

<p>2.0 <u>REGULATIONS (Cont'd)</u></p> <p>2.20 <u>Restoration of Service</u></p> <p>2.20.1 A reconnection charge shall be imposed on any Customer whose service has been discontinued pursuant to the provisions of Section 2.19 of this price list. The Company reserves the right to refuse to restore service until all amounts due have been paid.</p> <p>2.20.2 Should the Customer request that service be restored during a period other than regular working hours, such as evenings or weekends, the Customer may be required to pay an after-hour charge for service reconnection.</p> <p>2.21 <u>Assignment</u></p> <p>The Company may, without obtaining any further consent from the Customer, assign any of its rights, privileges or obligations under this price list to any subsidiary, parent, or affiliate of the Company; pursuant to any sale or transfer of substantially all the business of the Company; or pursuant to any financing, merger or reorganization of the Company. The Customer may, upon prior written consent of the Company, which consent shall not be unreasonably withheld, assign its rights, privileges or obligations under this price list to any subsidiary, parent, or affiliate of the Customer; pursuant to any sale or transfer of substantially all the business of the Customer; or pursuant to any financing, merger or reorganization of the Customer.</p> <p>Issued 2003 Effective 2003</p>
--

Issued by _____

Title _____

PAGE 35	
ORIGINAL	
NAME OF UTILITY	(Acceptance Stamp)

3.0 LOCAL EXCHANGE SERVICES

3.1 General (Cont'd)

- (a) receive calls from other stations on the public switched telecommunications network;
- (b) access other services offered by the Company as set forth in this price list;
- (c) access certain interstate and international-calling services provided by the Company;
- (d) access the Company's operators and business offices for service related assistance;
- (e) access emergency services by dialing 0- or 9-1-1; and
- (f) access services provided by other common carriers which purchase the Company's Switched Access Services as provided under the Company's Federal and State price lists or price list, or which maintain other types of traffic exchange arrangements with the Company.

3.2 Service Descriptions

3.2.1 Residential Service

All residential services as may be provided for in the interconnect agreement between Qwest Corporation and Company and subject to such availability terms and conditions contained therein.

Issued

2003

Effective

2003

Issued by _____

Title _____

PAGE 36	
ORIGINAL	
NAME OF UTILITY	(Acceptance Stamp)

3.2 Service Descriptions (cont'd)

3.2.2 Business Service

All business services as may be provided for in the interconnect agreement between Qwest Corporation and Company and subject to such availability, terms and conditions contained therein

3.2.3 Lines and Trunks

All business services as may be provided for in the interconnect agreement between Qwest Corporation and Company and subject to such availability, terms and conditions contained therein.

3.2.4 Optional and Vertical Features

All business services as may be provided for in the interconnect agreement between Qwest Corporation and Company and subject to such availability, terms and conditions contained therein

3.2.5 Other

All business services as may be provided for in the interconnect agreement between Qwest Corporation and Company and subject to such availability, terms and conditions contained therein

3.2.6 Number Services

3.2.6.1 Nonlisted Number Service Description

Nonlisted Service: A directory listing service wherein a Customer is not listed in the published directory, but is listed in the directory assistance database.

Issued

2003

Effective

2003

Issued by _____

Title _____

ORIGINAL

NAME OF UTILITY

(Acceptance Stamp)

3.2.6 Number Services (Cont'd)

3.2.6.2 Non-published Number Service Description

Non-Published Service: A directory listing service wherein a Customer is not listed in the published directory or in the directory assistance database.

3.2.6.2.1 If permitted by Qwest Corporation interconnect agreement.

3.2.7 Miscellaneous Charges

3.2.7.1 Installation Charges

\$35.00 per ½ hour, to be billed

3.2.7.2 Move and Change Charges

\$35.00 per ½ hour, to be billed

3.3.7.3 Charges for Additional and Overtime Labor

\$52.50 per ½ hour (evenings and weekends) to be billed

Issued

2003

Effective

2003

Issued by _____

Title _____

PAGE 38	
ORIGINAL	
NAME OF UTILITY	(Acceptance Stamp)

3.2.8 South Dakota USF Surcharges

A surcharge is assessed on all access lines to contribute towards funding for an South Dakota Universal Service Fund. The Surcharge Rate is established by the Commission and will be assessed to each business and residential line.

Issued

2003

Effective

2003

Issued by _____

Title _____

PAGE 39

ORIGINAL

NAME OF UTILITY

(Acceptance Stamp)

4.0 RATES AND CHARGES

4.1 Residential Service

			<u>Non-Recurring Charge</u>	<u>Monthly Recurring Charge</u>
1 st Line	USOC	1FR	x.xx	x.xx
Additional	AKF		x.xx	x.xx

4.2 Business Service

			<u>Non-Recurring Charge</u>	<u>Monthly Recurring Charge</u>
1 st Line	USOC	1FR	x.xx	x.xx
Additional	AKF		x.xx	x.xx

4.3 Lines and Trunks

			<u>Non-Recurring Charge</u>	<u>Monthly Recurring Charge</u>
T-1 Line		1FR	x.xx	x.xx

4.4 Optional Vertical Features

a. Residential

			<u>Non-Recurring Charge</u>	<u>Monthly Recurring Charge</u>
Hunting		1FR	x.xx	x.xx
Caller ID			x.xx	x.xx
Call Forwarding			x.xx	x.xx

Issued _____ 2003

Effective _____ 2003

Issued by _____

Title _____

PAGE 40	(Acceptance Stamp)
ORIGINAL	
NAME OF UTILITY	

4.4 Optional Vertical Features (Cont'd)

a. Residential	<u>Non-Recurring Charge</u>	<u>Monthly Recurring Charge</u>
Call Waiting	x.xx	x.xx
3 Way Calling	x.xx	x.xx
Call Return	x.xx	x.xx
Voice Mail	x.xx	x.xx

4.4 Optional Vertical Features

b. Business	<u>Non-Recurring Charge</u>	<u>Monthly Recurring Charge</u>
Hunting 1FR	x.xx	x.xx
Caller ID	x.xx	x.xx
Call Forwarding	x.xx	x.xx
Call Waiting	x.xx	x.xx
3 Way Calling	x.xx	x.xx
Call Return	x.xx	x.xx
Voice Mail	x.xx	x.xx

4.5 Other

TBD	<u>Non-Recurring Charge</u>	<u>Monthly Recurring Charge</u>
1FR	x.xx	x.xx

Issued 2003 Effective 2003

Issued by _____

Title _____

PAGE 41	(Acceptance Stamp)
ORIGINAL	
NAME OF UTILITY	

4.6 <u>Number Services</u>			
		<u>Non-Recurring Charge</u>	<u>Monthly Recurring Charge</u>
	1FR	x.xx	x.xx
4.7 <u>Misc. Charges</u>			
		<u>Non-Recurring Charge</u>	<u>Monthly Recurring Charge</u>
Misc. Charges	1FR	x.xx	x.xx
4.7.1 <u>Installation Charges</u>			
		<u>Non-Recurring Charge</u>	
Installation Charges			
	1FR	x.xx	
4.7.2 <u>Move and Change Charges</u>			
		<u>Non-Recurring Charge</u>	
Move and Change Charges			
	1FR	x.xx	
4.7.3 <u>Charges for Additional Overtime Labor</u>			
		<u>Non-Recurring Charge</u>	
Charges for Additional Overtime Labor			
	1FR	x.xx	
Issued _____	2003	Effective _____	2003

Issued by _____

Title _____



THE STATE

OF WYOMING

Attachment "E"

DAVE FREUDENTHAL
GOVERNOR

Public Service Commission

HANSEN BUILDING, SUITE 300
(307) 777-7427

2515 WARREN AVENUE
FAX (307) 777-5700 TTY (307) 777-5723

CHEYENNE, WYOMING 82002
<http://psc.state.wy.us>

COMMISSIONERS
STEVE ELLENBECKER
STEVE FURTNEY
KRISTIN LEE

STEPHEN G. OXLEY
SECRETARY AND CHIEF
COUNSEL
DAVID M. MOSIER
DEPUTY DIRECTOR

May 14, 2003

Carmine Russo
Wyoming Big Sky Telecom
310 NE 1st Avenue
Hallandale, FL 33009

Re: IN THE MATTER OF THE APPLICATION OF WYOMING BIG SKY TELECOM FOR A
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO PROVIDE LOCAL
EXCHANGE TELECOMMUNICATIONS SERVICES IN WYOMING - DOCKET NO. 70102-
TA-03-1 (RECORD NO. 8246)

Dear Mr. Russo:

Enclosed is a copy of the Commission's Notice and Order, Public Notice, and Public
Service Announcement (PSA), in the above-entitled matter.

Should you have any questions regarding this matter, please contact the
undersigned at (307) 777-5763.

Very truly yours,

for 
CHRISTOPHER PETRIE
Assistant Secretary

CP/mtb
Enclosure

Montana Public Service Commission
. Display Form of a Specific Telecommunications Provider

Company name: **Big Sky Telecom, a Partnership**
Doing Business as: **Big Sky Telecom**
Address: **310 NE 1st Avenue**
Additional address:
City: **Hallandale** State: **FL** Zip: **33009** Country: **USA**
Phone: **(954) 362-0361**
Fax: **(954) 362-0369**
Toll-free customer service # :

Regulatory Contact Person

Name: **Nicholas Cuneo, Jr.**
Address: **310 NE 1st Avenue**
Additional address:
City: **Hallandale** State: **FL** Zip: **33009** Country: **USA**
Phone: **(954) 362-0361**
Fax: **(954) 362-0369**
Email: **ncuneo@bigskytelecom.com**

The company's description of its existing telecommunications operations and general service areas in any other jurisdictions.

None

Name of Parent Company: **N/A**

Principal address:

Additional address:

City: State: Zip:

Phone:

The names, principal addresses and telephone numbers of any subsidiary and/or affiliate companies.

N/A

Type of telecommunications service this company intends to provide in Montana.

Local exchange service: **Yes**. On the basis of: **Resale**

Long distance service: **Yes**. On the basis of: **Resale**

Commercial mobile radio services: **Yes**.

Other services: **Cellular**

The towns or geographic areas in the state served by this company.

Entire State

Markets served by this company.

Business and residential markets

Description of the facilities and equipment that will be used to provide service in Montana.
As a reseller, we will use the facilities of Qwest.

Does this company intend to draw from the universal service fund or other explicit support funds?
No

Does this company intend to seek PSC designation as an eligible telecommunications carrier?
No

Has a court or state or federal regulatory agency taken formal action against this company that resulted in penalty or sanction within the last 5 years?
No

Description of the action(s) taken and the penalties/sanctions imposed.(if above response is Yes)
N/A

This company is incorporated. **No**

Form of ownership(if not corporation): **General Partnership**

Date of creation of the business entity: **09/01/02**

Principal owners' and managers' names and addresses:

Nicholas Cuneo, Jr., 310 NE 1st Avenue, Hallandale, FL 33009 Carmine Russo, 310 NE 1st Avenue, Hallandale, FL 33009

Name of the agent for service of process in Montana: **Jason Loble**

Address: **100 N. Park Avenue**

Additional Address: **Suite 300**

City: **Helena** Zip:**59601**

E-mail vduncan@state.mt.us if you have any questions!

Return to [PSC Home Page](#).

Big Sky Telecom

From: Vicki Nelson [tcom@psclist.state.mt.us]
Sent: Tuesday, December 10, 2002 6:13 PM
To: ncuneo@bigskytelecom.com; tcom@psclist.state.mt.us; ddegil@state.mt.us;
ehemry@state.mt.us; gwalborn@state.mt.us; gRsmerker@state.mt.us
Subject: TCom Entry Accepted

Company name: Big Sky Telecom, a Partnership
Company Address: 310 NE 1st Avenue
Company Address 2:
Company City: Hallandale
Company State: FL
Company Zipcode: 33009
Company Phone: (954) 362-0361
Company Fax: (954) 362-0369
Contact Name: Nicholas Cuneo, Jr.
Contact Phone: (954) 362-0361

Congratulations! Your registration as a provider of telecommunications service in Montana is confirmed and you may now provide service in the state. Your company is now included in the list of registered telecommunications providers.

Be sure to update your registration if any of the information on your form should change. Because the Montana PSC will periodically post electronic messages to all companies on the list of registered providers, it is important that the e-mail address of your regulatory contact person is always correct.

Thank you.

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of August 14, 2003 through August 20, 2003

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

CONSUMER COMPLAINTS

CT03-130 In the Matter of the Complaint filed by Jack R. Leininger, Sioux Falls, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.

Complainant represents that he purchased a ten-year pre-paid long distance service plan on August 18, 1998. Service was terminated without notice in June of 2003. Complainant seeks to be reimbursed for the prepaid service not provided.

Staff Analyst: Jim Mehlhaff
Staff Attorney: Kelly Frazier
Date Docketed: 08/14/03
Intervention deadline: N/A

CT03-131 In the Matter of the Complaint filed by Debbie and Rich Branaugh, Tyndall, South Dakota, against Fort Randall Telephone Company Regarding Charging Business Rates for Residential Line.

Complainants represent that the respondent is charging them the business rate for phone service on their residential line. Complainants seek to have the rate charged on their residential line restored to the residential rate and to be reimbursed for the difference they have paid, plus the costs incurred in bringing this complaint forward.

Staff Analyst: Jim Mehlhaff
Staff Attorney: Kelly Frazier
Date Docketed: 08/15/03
Intervention deadline: N/A

CT03-132 In the Matter of the Complaint filed by Gregory S. Wilson on behalf of Variable Investment Advisors, Sioux Falls, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.

Complainant's representative states that it purchased a seven-year pre-paid long distance service plan on November 11, 1999. Service was terminated without notice in June of 2003. Complainant seeks to be reimbursed for the pre-paid service not provided, plus damages of \$500.00 per day for each day that they went without service as a result of the respondent's failure.

Staff Analyst: Jim Mehlhaff
Staff Attorney: Kelly Frazier
Date Docketed: 08/18/03
Intervention deadline: N/A

TELECOMMUNICATIONS

TC03-157 In the Matter of the Filing for Approval of a Reciprocal Transport and Termination Agreement between PrairieWave Telecommunications, Inc. and Midwest Wireless Communications, LLC.

On August 14, 2003, the Commission received a filing for approval of a Reciprocal Transport and Termination Agreement between PrairieWave Telecommunications, Inc. and Midwest Wireless Communications, LLC. According to the filing, the parties wish to put in place an arrangement for the mutual exchange and reciprocal compensation of local telecommunications traffic which is intended to supersede any previous arrangements between the parties relating to such traffic. 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 4, 2003. 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: 08/14/03

TC03-158 In the Matter of the Request of Western Wireless Corporation for Certification Regarding its Use of Federal Universal Service Support.

On August 15, 2003, Western Wireless Corporation provided information constituting Western Wireless Corporation's plan for the use of its federal universal service support, excluding the support amounts received for the Pine Ridge Reservation, and to otherwise verify that Western Wireless Corporation will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best
Staff Attorney: Karen E. Cremer
Date Docketed: 08/15/03
Intervention Deadline: 09/05/03

TC03-159 In the Matter of the Application of Telrite Corporation for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

Telrite Corporation is seeking a Certificate of Authority to provide interexchange telecommunications services in South Dakota. The Applicant will provide its interexchange services on a resale basis utilizing the underlying facilities of Qwest, and/or Global Crossing.

Staff Analyst: Keith Senger
Staff Attorney: Kelly Frazier
Date Docketed: 08/15/03
Intervention Deadline: 09/05/03

TC03-160 In the Matter of the Application of South Dakota Big Sky Telecom for a Certificate of Authority to Provide Local Exchange Services in South Dakota.

On August 15, 2003, South Dakota Big Sky Telecom filed an application for a Certificate of Authority to provide telecommunications services in South Dakota. South Dakota Big Sky Telecom intends to provide resold local dial-up and long distance to both residential and business customers throughout the areas where Qwest provides service in South Dakota.

Staff Analyst: Michele Farris
Staff Attorney: Karen E. Cremer
Date Docketed: 08/15/03
Intervention Deadline: 09/05/03

TC03-161 In the Matter of the Request of Santel Communications Cooperative Inc. for Certification Regarding its Use of Federal Universal Service Support.

On August 15, 2003, Santel Communications Cooperative Inc. (Santel) provided information constituting Santel's plan for the use of its federal universal service support and to otherwise verify that Santel will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best
Staff Attorney: Karen E. Cremer
Date Docketed: 08/15/03
Intervention Deadline: 09/05/03

TC03-162 In the Matter of the Request of Valley Telephone Company for Certification Regarding its Use of Federal Universal Service Support.

On August 15, 2003, Valley Telephone Company (Valley) provided information constituting Valley's plan for the use of its federal universal service support and to otherwise verify that Valley will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best
Staff Attorney: Karen E. Cremer
Date Docketed: 08/15/03

Intervention Deadline: 09/05/03

TC03-163 In the Matter of the Request of Mount Rushmore Telephone Company and Fort Randall Telephone Company for Certification Regarding its Use of Federal Universal Service Support.

On August 15, 2003, Mount Rushmore Telephone Company and Fort Randall Telephone Company (Mount Rushmore/Fort Randall) provided information constituting Mount Rushmore/Fort Randall's plan for the use of its federal universal service support and to otherwise verify that Mount Rushmore/Fort Randall will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best
Staff Attorney: Karen E. Cremer
Date Docketed: 08/15/03
Intervention Deadline: 09/05/03

TC03-164 In the Matter of the Request of Alliance Communications Cooperative, Inc. and Splitrock Properties, Inc. for Certification Regarding its Use of Federal Universal Service Support.

On August 18, 2003, Alliance Communications Cooperative, Inc., and its subsidiary Splitrock Properties, Inc. (Alliance/Splitrock) provided information constituting Alliance/Splitrock's plan for the use of its federal universal service support and to otherwise verify that Alliance/Splitrock will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best
Staff Attorney: Karen E. Cremer
Date Docketed: 08/18/03
Intervention Deadline: 09/05/03

TC03-165 In the Matter of the Filing for Approval of a Resale Agreement between Qwest Corporation and Alticom, Inc.

On August 19, 2003, the Commission received a filing for approval of a Resale Agreement between Qwest Corporation (Qwest) and Alticom, Inc. (Alticom). According to the filing, the agreement sets forth the terms, conditions and pricing under which Qwest will offer and provide to Alticom ancillary services and telecommunications services available for resale within the geographical areas in which both parties are providing local exchange service at that time, and for which Qwest is the incumbent local exchange carrier within the state of South Dakota for purposes of providing local telecommunications services. 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 8, 2003. 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: 08/19/03
Initial Comments Due: 09/08/03

TC03-166 In the Matter of the Filing for Approval of a Reciprocal Transport and Termination Agreement between Midcontinent Communications and Cellco Partnership d/b/a Verizon Wireless, CommNet Cellular License Holding, LLC, Missouri Valley Cellular Inc., Sanborn Cellular Inc. and Eastern South Dakota Cellular Inc.

On August 20, 2003, the Commission received a filing for approval of a Reciprocal Transport and Termination Agreement between Midcontinent Communications and Cellco Partnership d/b/a Verizon Wireless, CommNet Cellular License Holding, LLC, Missouri Valley Cellular Inc., Sanborn Cellular Inc. and Eastern South Dakota Cellular Inc. According to the filing, the parties wish to put in place an arrangement for the mutual exchange and reciprocal compensation of telecommunications traffic in accordance with the Act, and which is intended to supersede any previous arrangements between the parties relating to such traffic. 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 9, 2003. 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: 08/20/03
Initial Comments Due: 09/09/03

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

**IN THE MATTER OF THE APPLICATION OF)
SOUTH DAKOTA BIG SKY TELECOM FOR A)
CERTIFICATE OF AUTHORITY TO PROVIDE)
LOCAL EXCHANGE SERVICES IN SOUTH)
DAKOTA)**

**ORDER DENYING
CERTIFICATE OF
AUTHORITY**

TC03-160

On August 15, 2003, the Public Utilities Commission (Commission), in accordance with SDCL 49-31-69 and ARSD 20:10:32:03, received an application for a certificate of authority from South Dakota Big Sky Telecom (SD Big Sky).

SD Big Sky proposes to provide local exchange services in South Dakota.

On August 21, 2003, the Commission electronically transmitted notice of the filing and the intervention deadline of September 5, 2003, to interested individuals and entities. At its regularly scheduled January 6, 2004, meeting, the Commission considered SD Big Sky's request for a certificate of authority. Commission Staff recommended denying the certificate of authority and closing the docket as SD Big Sky had failed to adequately provide information required by Staff.

The Commission finds that it has jurisdiction over this matter pursuant to Chapter 49-31, specifically 49-31-69 and ARSD 20:10:32:03. The Commission finds that SD Big Sky has not met the legal requirements established for the granting of a certificate of authority. SD Big Sky has not, in accordance with SDCL 49-31-69, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota. Pursuant to ARSD 20:10:32:06 the Commission voted to deny SD Big Sky's application for a certificate of authority. As the Commission's final decision in this matter, it is therefore

ORDERED, that SD Big Sky's application for a certificate of authority is hereby denied.

Dated at Pierre, South Dakota, this 16th day of January, 2004.

<p>CERTIFICATE OF SERVICE</p> <p>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.</p> <p>By: <u><i>Delaine Kalbs</i></u></p> <p>Date: <u><i>1/16/04</i></u></p> <p style="text-align:center">(OFFICIAL SEAL)</p>

BY ORDER OF THE COMMISSION:

Robert K. Sahr

ROBERT K. SAHR, Chairman

Gary Hanson

GARY HANSON, Commissioner

James A. Burg

JAMES A. BURG, Commissioner