

TC04-103

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JUN 16 2004

DAKOTACOMM, LLC
104 4th Street
Jefferson, SD 57038

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

for 712-271-2727

June 15, 2004

Public Utilities Commission
Telecommunications Division
Capitol Building, 1st floor
500 East Capitol Avenue
Pierre, SD 57501-5070

RE: DakotaComm, LLC.

To Whom It May Concern:

Enclosed please find an original and 10 copies of the Application for Certificate of Authority to provide local exchange service in Vermillion, South Dakota.

If you have any questions or need additional information, please contact me at 605-966-5631.

Sincerely



Paul Bergmann
President, DakotaComm, LLC.

enclosures

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

In the Matter of)	
The Application of DakotaComm, LLC)	
For a Certificate of Authority)	TC04 _____
To Provide Local Exchange Service)	
And Exchange Access Service)	

APPLICATION

DakotaComm, LLC hereby files this application for telecommunication services including local exchange services, intraLATA services, and as applicable, interLATA services, authority in South Dakota pursuant to S.D.C.L. Section 49-31-3 and ARSD 20:10:24:02. Further, DakotaComm hereby declares and demonstrates its proven financial, technical and managerial abilities as required.

1. DakotaComm, LLC, 104 4th Street, Jefferson, SD 57038, hereby submits this Application for a Certificate of Authority to provide telecommunication services including local exchange services, intraLATA services, and as applicable, interLATA services, in the State of South Dakota pursuant to S.D.C.L. Sections 49-31.3, and ARSD 20:10:24:02. The phone number of the company is 605-966-5631; fax is 605 -966-5340. The contact email address for purposes of regulatory issues is paulb@longlines.com . The company is a domestic limited liability company authorized by the Secretary of State to do business in South Dakota.
2. The member of DakotaComm, LLC is:

Jefferson Communications at 104 4th Street, Jefferson, SD 57038.

Paul Bergmann is the President/Director and Thomas Grimsley is the Vice President/Director. Jefferson Communications formerly known as Jefferson Telephone Co. is a long time local exchange company located in Jefferson, South Dakota.

3. DakotaComm, LLC will be the name under which the applicants will provide local exchange services.
4. A copy of the Certificate of Authority to do business in South Dakota is attached hereto as exhibit "A" and made a part hereof showing the name of the registered office and agent. This company neither owns nor controls any other entity.
5. DakotaComm, LLC will provide telecommunication services including local exchange services, intraLATA services and interLATA services through a combination of reseller and facilities-based provisioning. Some specific products and services are in part dependent upon resale agreements entered into with local exchange companies.
6. The experience of the applicant's is drawn from the parent company Jefferson Communications, a local exchange company in Jefferson SD.
7. Initially, telecommunication services will be offered to residents and businesses located in the Qwest exchange of Vermillion, South Dakota. Any exchange map would be equal to the Qwest exchange map for that community.

8. DakotaComm, LLC is a limited liability company and very recently formed. An annual report is not available at this time.
9. DakotaComm, LLC will file a local service tariff with rates, terms and conditions as required by the PUC.
10. Technical information regarding the competence of the applicant to provide its proposed local exchange services and description of education and experience of the applicant's management personnel who will oversee DakotaComm is attached hereto marked Exhibit "B" and made a part hereof.
11. Customer billing and customer service matters will be provided pursuant to ARSD 20:10:05 through ARSD 20:10:10. Specific terms and conditions will be filed with Commission as required by the PUC. Any inquiries regarding complaints and regulatory matters should be addressed to Paul Bergmann, President DakotaComm, LLC at 104 4th Street, Jefferson, SD 57038.
12. DakotaComm, LLC is a recently formed company, established to provide competitive telecommunications services. The company is an affiliate of Jefferson Communications or formerly known as Jefferson Telephone Company. Jefferson Communications has been providing telecommunications services in the State of South Dakota for more than 30 years. DakotaComm, LLC will leverage the managerial and technical experience of Jefferson Communications as it ventures into the provisioning of competitive telecommunications services. In this way,

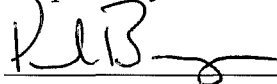
DakotaComm, LLC will provide to the residents of South Dakota the same high standard of customer care, network reliability and availability of advanced services the subscribers of Jefferson Communications now expect.

13. DakotaComm will market telecommunication services by trained direct sales consultants. All sales consultants, support, customer service personnel and support personnel will be highly trained professionals in the area of telecommunications.
14. DakotaComm requests a waiver from ARSD 20:10:24:02(12) which requires DakotaComm to file cost support for rates shown in the company's tariff. This tariff will be competitive and filed for informational purposes only.
15. DakotaComm will provide E911 services, operator services, interexchange services, directory assistance and telecommunications relay services by interconnecting with Qwest, Onvoy or through trunk groups to South Dakota Networks. All services will be available and will comply with the PUC standards.
16. As DakotaComm is a recently formed company, there are no financials to include with this application.
17. The initiation of interconnection has not yet begun but a request would be made to Qwest as this company is going forth to compete in the Qwest exchange of Vermillion, South Dakota.

18. DakotaComm requests a waiver from ARSD 20:10:24:02(12) which requires company to file cost support for rates shown in the company's tariff. Cost support for services cannot be compiled until the terms and conditions of resale contracts have been negotiated with Qwest or other exchange carriers. Generally, this company plans to set rates that are very competitively close in price to the incumbent local carrier.
19. This company has not been previously certified or registered to do business in any other State, nor has it ever applied in any other State.
20. As this is a new company, there have been no previous complaints filed in any State or Federal agency regarding the unauthorized switching of a customer's telecommunications provider. DakotaComm will mirror policies as already set forth in Jefferson Communications. Industry standards will be upheld by obtaining letters of agency from the customer or their designated agent.
21. The Federal Tax I.D. number for DakotaComm, LLC is 20-1121481.

WHEREFORE, DakotaComm requests the Commission to issue an Order granting DakotaComm a certificate of authority to provide local exchange services, intraLATA access services, and as applicable, interLATA services, in the State of South Dakota.

Respectfully submitted,



Paul Bergmann, President
DakotaComm, LLC

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

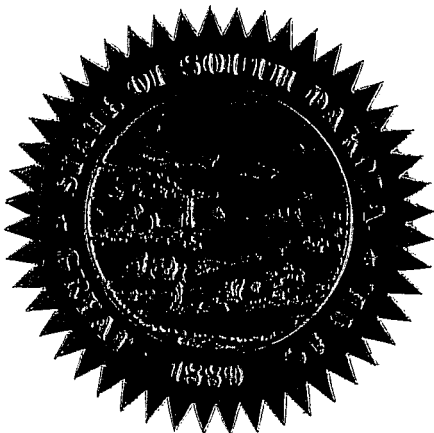
Certificate of Organization Limited Liability Company

ORGANIZATIONAL ID #: DL007291

I, **Chris Nelson**, Secretary of State of the State of South Dakota, hereby certify that the Articles of Organization of **DAKOTACOMM, LLC** duly signed and verified, pursuant to the provisions of the South Dakota Limited Liability Company Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I hereby issue this Certificate of Organization and attach hereto a duplicate of the Articles of Organization.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this May 3, 2004.



Chris Nelson

Chris Nelson
Secretary of State

Filed this 3rd day of May, 2004
Ch. Nelson
SECRETARY OF STATE

ARTICLES OF INCORPORATION
OF
DAKOTACOMM, LLC
A DOMESTIC LIMITED LIABILITY COMPANY

RECEIVED
MAY 3 2004
S.D. SEC. OF STATE

- The name of the Limited Liability Company is DakotaComm, LLC.
- The duration of the company is perpetual.
 - The address of the designated office is: 104 4th Street, Jefferson, SD 57038
 - The name and street address of the initial agent for service of process is:
Paul Bergmann, 104 4th St. Jefferson, SD 57038
 - The name and address of each organizer is:
Paul Bergmann, 104 4th St. PO Box 128, Jefferson, SD 57038
Tom Grimsley, 104 4th St, PO Box 128 Jefferson, SD 57038
 - The name and address of the initial manager is:
Tom Conners, 104 4th St., Jefferson, SD 57038
 - No members or managers of the company are to be liable for the debts and obligations of the company under SDCL 47-34A-303(c).

The Articles of Organization are hereby signed by the organizers below.

Dated April 22, 2004

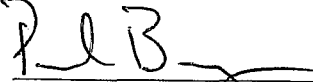
Paul Bergmann
Paul Bergmann, President/Secretary

Tom Grimsley
Tom Grimsley, V.P. and Treas.

FIRST ANNUAL REPORT
OF A
LIMITED LIABILITY COMPANY
DAKOTACOMM, LLC

1. The name of the Limited Liability Company is: DakotaComm, LLC.
2. The company is organized under the laws of South Dakota.
3. The address of its registered office and name of its registered agent for service of process in South Dakota is:
Paul A. Bergmann, 104 4th Street, P.O. Box 128, Jefferson, SD 57038
4. The address of its principal office is: 104 4th Street, Jefferson, SD 57038
5. The name and business address of the initial manager is: Tom Connors
104 4th Street, Jefferson, SD 57038
6. The dollar amount of the total agreed contributions to the Limited Liability Company is less than \$25,000.00.

Date: April 22, 2004



Paul A. Bergmann, President

Paul A. Bergmann
President, DakotaComm, LLC

Paul currently oversees all operations of Jefferson Communications including all central office, outside plant, customer services operations, regulatory and administration. Jefferson Communications is an ILEC operation formerly known as Jefferson Telephone Company that has been providing telephone services to South Dakota for more than 30 years. Paul has been in the telecommunications business now for almost 20 years and has extensive experience in NECA reporting, carrier access billing and tariff filing.

Paul has held numerous positions in the industry and his employment responsibilities included finance, budgeting and forecasting, accounting, treasury, income tax and payroll. Please see detail below:

Present: President - Jefferson Communications

1993 – 1998 Vice President - Northwest Iowa Telephone Co.

1991 – 1993 Controller – Northwest Iowa Telephone Co.

1989 – 1991 Accounting Manager – MCI Services Marketing, Inc.

1987 – 1989 Accounting Manager – Village Resorts, Inc.

1986 – 1987 Staff Accountant Pioneer Teletechnologies, Inc.

1985 – 1986 Branch Supervisor – Home Federal Savings & Loan

Education:

Morningside College – Sioux City, Iowa 1986
Bachelor of Science Degree – Accounting and Finance

Thomas P. Grimsley

Vice President and Treasurer – Jefferson Communications, LLC

Tom currently oversees all financial and administrative functions for Jefferson Communications, LLC, including accounting, human resources, financing, reporting, and operations. Jefferson Telephone operations have been in existence for more than 30 years. As ownership changed to Jefferson Communications, LLC, innovation and state of the art services are now being offered in South Dakota. Tom has been actively involved in the telecommunication business for the past several years.

Prior to his current position, Tom was a partner in a CPA firm, responsible for accounting, tax reporting, and consulting projects for various clients, including various telecommunications entities, for the past 10 years.

Employment history

2000 – Present	V.P. and Treasurer Jefferson Communications, LLC
1990 - 2000	Partner Henjes, Conner & Williams, CPA's
1981 – 1990	Staff accountant, Senior accountant, Accounting manager, and Partner Williams & Company, CPA's

Education

Morningside College – Sioux City, Iowa – 1981
Bachelor of Science Degree
Business Administration, with emphasis on Accounting, and Economics

May 2004



Bob Sahr, Chair
Gary Hanson, Vice-Chair
Jim Burg, Commissioner

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

500 East Capitol Avenue
Pierre, South Dakota 57501-5070
www.state.sd.us/puc

Capitol Office
(605) 773-3201
(605) 773-3809 fax

Transportation/Warehouse
(605) 773-5280
(605) 773-3225 fax

Consumer Hotline
1-800-332-1782

VIA FAX: 712-271-2727

June 17, 2004

Mr. Paul Bergmann
President
DakotaComm, LLC
104 4th Street
Jefferson, SD 57038

RE: Application for Certificate of Authority
DakotaComm, LLC

Dear Mr. Bergmann:

We received your Application for a Certificate of Authority to operate as an interexchange telecommunications company in the state of South Dakota. Pursuant to SDCL 49-31-3, telecommunication companies shall submit a \$250 application fee when filing:

SDCL 49-31-3. Each telecommunications company that plans to offer or provide interexchange telecommunications service shall file an application for a certificate of authority with the commission pursuant to this section. Telecommunications companies seeking to provide any local exchange service shall submit an application for certification by the commission pursuant to §§ 49-31-1 through 49-31-89. Applications required by this section shall be filed by the company no less than sixty days before its initiation of telecommunications service in this state. The commission shall have the exclusive authority to grant a certificate of authority. Each telecommunications company shall submit a two hundred fifty dollar application fee with its application which shall be deposited into the gross receipts tax fund established pursuant to § 49-1A-2.

We cannot take any action on your application until we receive the applicable fee.

Thank you for your cooperation in this matter.

Sincerely,

Delaine Kolbo
Legal Secretary

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of June 10, 2004 through June 16, 2004

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: 605-773-3201

NATURAL GAS

NG04-005 **In the Matter of the Filing by Montana-Dakota Utilities Co. for Approval of
Tariff Revisions.**

Application by Montana-Dakota Utilities Co. for approval of tariff revisions correcting inadvertent errors on tariff sheets submitted in Docket NG02-011. The two tariff sheets proposed to be revised relate to Optional Seasonal Gas Service Rate 72 and the Distribution Delivery Stabilization Mechanism Rate 87.

Staff Analyst: Dave Jacobson
Staff Attorney: Karen Cremer
Date Filed: 06/11/04
Intervention Deadline: 07/02/04

TELECOMMUNICATIONS

TC04-102 **In the Matter of the Application of Acceris Communications Corp. for a
Certificate of Authority to Provide Local Exchange Services in South Dakota.**

On June 11, 2004, Acceris Communications Corp. (Acceris) filed an application for a Certificate of Authority to provide competitive local exchange services in South Dakota. Acceris intends to provide services through facilities of incumbent local exchange carriers, as well as unbundled network elements. Acceris seeks authority to resell and provide facilities-based/UNE-P local exchange services throughout the State of South Dakota in the areas served by any LECs in South Dakota that are not eligible for a small or rural carrier exemption pursuant to Section 251 (f)(1) of the Federal Act.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Filed: 06/11/04
Intervention Deadline: 07/02/04

TC04-103 **In the Matter of the Application of DakotaComm, LLC for a Certificate of
Authority to Provide Interexchange Telecommunications Services and Local
Exchange Services in South Dakota.**

On June 16, 2004, DakotaComm, LLC (DakotaComm) filed an application for a Certificate of Authority to provide telecommunication services in South Dakota. DakotaComm intends to provide local exchange services, intraLATA services and interLATA services through a combination of reseller and facilities-based provisioning. Initially, telecommunication services will be offered to residents and businesses located in the Qwest exchange of Vermillion, South Dakota.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Filed: 06/16/04
Intervention Deadline: 07/02/04

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

TC04-103

DAKOTACOMM, LLC
104 4th Street
Jefferson, South Dakota 57038
605.966.5631

June 22, 2004

RECEIVED

JUN 23 2004

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

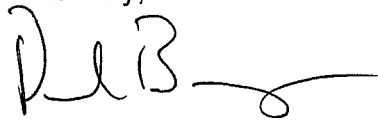
Public Utilities Commission
Capitol Building, 1st floor
500 East Capitol Avenue
Pierre, SD 57501-5070

Re: DakotaComm, LLC – local tariff

Dear Sir/Madam:

Please find enclosed 3 copies of the original local tariff of DakotaComm, LLC.. If there are any questions or need for additional information, please contact me. We will look forward to receiving a Certificate of Authority in the near future. Thank you for your attention to this tariff.

Sincerely,



Paul Bergmann
President

Filed with the Commission July 1, 2004

Part I

DakotaComm, LLC

RECEIVED

JUN 23 2004

TELEPHONE TARIFF

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

LOCAL SERVICES

FILED WITH
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Initial Tariff

July 1, 2004

Filed with the Commission July 1, 2004

Part I

EXPLANATION OF SYMBOLS

- (C) - Change in regulation or condition which affects a rate or charge
- (D) - Discontinued regulation, condition, rate or charge
- (I) - Increase in rate or charge
- (M) - Material moved to another part of the tariff without change
- (N) - New regulation, condition, rate or charge
- (R) - Reduction in rate or charge
- (T) - Change in text only -- no change in regulation, condition, rate or charge

Filed with the Commission July 1, 2004

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Filed with the Commission July 1, 2004

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Filed with the Commission July 1, 2004

Part II

RULES AND REGULATIONS

A. APPLICATION

1. General

- a. The Rules and Regulations specified herein apply to the local exchange services and facilities furnished by DakotaComm, LLC hereinafter referred to as the Company. If the customers fail to observe these Rules and Regulations, the Company has the option to discontinue service after due notice of such failure.
- b. This tariff is being filed to comply with rules of the South Dakota PUC.
- c. In the event of a conflict between these General Rules and Regulations and any conditions contained in the Local Exchange Tariffs, the rates and conditions contained in the specific tariff section shall prevail.
- d. This Tariff cancels and supersedes all other Tariffs of the Company issued and effective prior to the effective dates shown on individual sheets of this tariff.

B. OBLIGATION AND LIABILITY OF TELEPHONE COMPANY

1. Availability of Facilities

- a. The Company's obligation to furnish local exchange service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for such facilities, except as provided for in Part V, Line Extensions.

2. Allowance for Failure of Service

- a. The Company does not guarantee uninterrupted working of its lines or equipment. In case service is interrupted other than by the negligence or willful act of the customer, an adjustment will be made in the amount of the charges for that portion of the service rendered inoperable. Any adjustment shall apply only if the interruption continues beyond twenty-four (24) hours after first noted by the Company. Adjustment will be made in the form of a bill credit. No other liability shall in any case attach to the Company.

3. Adjustment of Charges

- a. In the event of an adjustment of charges for overbilling by the Company, a refund or credit will be made of the full amount of excess charges for a period not to exceed three years. When the period or amount for which overbilling cannot be fixed from available records, the maximum refund or credit will not exceed an estimated amount of such billing.

4. Directory Errors and Omissions

- a. Claims for damages due to errors or omissions in directory listings will be limited to prorated charges for the customer service that is affected.
- b. In the case of extra listings in the alphabetical section of the directory for which a charge is made, the Company's liability shall be limited to an amount not to exceed the established rate for such listing for the directory period in which the error or omission occurs.

Filed with the Commission July 1, 2004

Part II

RULES AND REGULATIONS

B. OBLIGATION AND LIABILITY OF TELEPHONE COMPANY (Continued)

5. Transmitting Messages
 - a. The Company does not transmit messages, but offers the use of its facilities, where available, for communications between parties, subject to the rules, regulations and conditions specified in this Tariff.

6. Use of Connecting Company Lines
 - a. Facilities of other companies may be used in establishing connections to points not reached by this Company's lines. In establishing connections with the facilities of other companies, the Company does not assume any liability for any action of the connecting company.

7. Defacement of Property
 - a. The Company shall exercise care in all work done on a customer's property. No liability shall attach to the Company by reason of any defacement or damage to the customers' property resulting from the existence of the Company's instruments, apparatus and associated wiring on such property, or by the installation or removal thereof, unless such defacement or damage is the result of the negligence of the Company, or its employees.

8. Customer Premise Equipment
 - a. The Company shall not be responsible for any loss or damage, nor for failure or impairment of service in connection with customer-provided facilities unless caused solely by the negligence of the Company. The Company's liability is limited to that provided in the General Rules and Regulations of this tariff.
 - b. The telecommunications network is not represented as being adapted to the use of all customer premise equipment and the Company shall not be responsible for: (a) the through transmission of signals generated by the customer premise equipment or for the quality of or defects in, such transmission; (b) the reception of signals by the customer premise equipment or communications equipment.
 - c. The customer indemnifies and holds the Company harmless against claims for libel, slander, or infringement of patents arising from combining such equipment with the facilities of the Company.
 - d. The Company shall not be responsible to the customer if changes in criteria in this tariff or changes in any of the facilities or operations or procedures of the Company render any customer premise equipment obsolete, or require modification or alteration of such equipment, or otherwise affect its use or performance. The Company reserves the right to change the standards of its equipment as the requirements of the telephone business may direct.

Filed with the Commission July 1, 2004

Part II

RULES AND REGULATIONS

C. USE OF SERVICE AND FACILITIES

1. Use of Customer Service

- a. Customer telephone service is furnished only for use by the customer, their family, employees or business associates, or persons residing in the customer's household.

2. Attachment or Connection of Customer Premise Equipment

- a. Customer premise equipment may be used with the facilities furnished by the Company, for telecommunication service, provided that such equipment will be connected, maintained and operated in a manner compatible with Company's facilities and networks.
- b. It is the customer's obligation to ensure compliance with any applicable state or federal laws governing the installation and use of customer premise equipment.
- c. To protect the network and services furnished to the public by the Company, the customer premise equipment must comply with all applicable minimum network protection criteria.
- d. If customer premise equipment is used which is causing or is likely to cause interference or hazard to the network, the Company will take such action as it deems necessary for the protection of the telecommunications network.
- e. After notification by the Company of such interference or hazard, the customer shall immediately discontinue such use and disconnect such equipment. Failure of the customer to conform to this requirement will result in suspension of service.
- f. The customer will be responsible to pay a service check charge as specified in Part VI, Service Check Charges for visits to their premises when the service difficulty is caused by the customer premise equipment.

D. ESTABLISHMENT AND FURNISHING OF SERVICE

1. Application for Service

- a. Applications for service may be made orally or in writing. These applications become contracts upon the establishment of service. The Company may require an applicant to pay in advance an amount equal to one month's exchange rate. If a deposit is required by the Company, applicable non-recurring charges and service charges (if any) may be required in advance. The terms and conditions specified for such contracts are subject to these General Rules and Regulations and the local Exchange Tariff for the exchange from which service is to be furnished. Any change in rates, rules or regulations shall act as a modification of the contract to that extent, without further notice.
- b. Minimum contract periods and termination of service are covered elsewhere in Part II, Section I of this tariff.

Filed with the Commission July 1, 2004

Part II

RULES AND REGULATIONS

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

2. Telephone Numbers

- a. The customer has no proprietary right in the telephone number or any right to continuance of service from any specific central office, and the Company may assign or change the telephone number, the central office designation, or both, as is necessary in the conduct of its business. Except for non-payment of yellow page advertising, when customers are assigned a new number within the exchange, the former working number intercept shall provide the new number to a calling party for not less than 60 days or until the issuance of a new directory.

3. Alterations

- a. The customer agrees to notify the Company promptly whenever alterations or new construction on premises owned or leased by the customer necessitate changes in the Company's facilities. The customer agrees to pay the Company's charges for such changes.

4. Payment for Service

- a. The customer is required to pay all rates and charges for local, exchange services and facilities.

5. Maintenance and Repairs

- a. All expense of maintenance and repair of regulated services or facilities provided by the Company will be borne by the Company. The customer will be held responsible for restoration or replacement costs in case of loss of, damage to, or destruction of any of the Company's facilities not due to normal use. Customers may not rearrange, disconnect, or remove or permit others to rearrange, disconnect, or remove any Company owned facility installed by the Company unless provided elsewhere in this tariff.

6. Unusual Installation Costs

- a. Where special requirements of the customer involve unusual construction or installation, the customer may be required to pay additional costs as provided elsewhere in this tariff.

Filed with the Commission July 1, 2004

Part II

RULES AND REGULATIONS

E. TELEPHONE DIRECTORIES

1. Distribution and Publication

- a. The Company will normally publish and distribute a directory annually containing the serving exchange listings for each Central Office Access Line without charge. Additional directories may be furnished at the discretion of the Company. Directories containing listings for other areas may be provided at a nominal charge. Directories are furnished to customers as an aid in the use of the telephone service. The Company reserves the right to charge for directories issued in replacement of directories.

2. Directory Listings

- a. Directory listings remain the property of the Company and are not to be reproduced without the permission of the Company.

F. ESTABLISHMENT AND MAINTENANCE OF CREDIT

1. Establishment of Credit

- a. The Company is not obligated to provide service to any individual or firm that owes for regulated services previously rendered by the Company at the same or a different address, until arrangements have been made to liquidate such previous indebtedness to the Company. Applicants for telephone service who are required to make a deposit may be required to pay in advance of installation, the service connection, installation and/or construction charges. In order to insure the payment of all charges due for its service, the Company may require any customer to establish and maintain his credit in one of the following ways:
 - 1) By furnishing credit references acceptable to the Company.
 - 2) By means of a cash deposit.

2. Amount of Deposits

- a. The amount of deposit required shall not be more than the maximum charge for two months local exchange service or as may reasonably be required by the Company in cases involving service for short periods or special occasions. The Company may require the customer to increase the amount of the deposit at any time, if the regulated charges billed against the customer are found to warrant such an increase. Qualified low income applicants may apply for Lifeline Assistance.
- b. A deposit may be made at any Company business office or authorized agent.
- c. The Company will maintain records which show the name and address of each depositor, the amount and date of the deposit and each transaction concerning the deposit. Unclaimed deposits shall be disposed of in accordance with law.

Filed with the Commission July 1, 2004

Part II

- d. A receipt of deposit will be furnished to each customer from whom a deposit is received. Upon customer request, duplicate receipts will be provided to customers who have lost their receipt if the deposit is substantiated by the Company records.

F. ESTABLISHMENT AND MAINTENANCE OF CREDIT

3. Deposits and Collection Practices

- a. The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company's regulations as to advance payments and the prompt payment of bills; nor constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for nonpayment of sums due the Company for services rendered. The Company may discontinue service to any customer failing to pay current bills regardless of the fact that such customer has made a deposit with the Company to secure payment of such bills, or has furnished the Company with a guarantee in writing for such bills.

4. Interest to be Paid on Deposits

- a. Interest compounded annually at a rate determined by the governing body. Interest shall be paid for the period beginning with the date of deposit to the date of refund or to the date that the deposit is applied to the customer's account or to the date the customer's bill becomes permanently delinquent.

5. Discontinuance of Service for Failure to Establish Credit

- a. Service may be discontinued for failure to establish or maintain credit, as set forth in F.1. above, twelve days after the Company has mailed notice requiring the customer to do so.

6. Service Charge for Reconnection

- a. Where service has been discontinued for failure to establish or maintain credit, as set forth in F. 1. above, the applicable service charges as defined in Part VI of this tariff shall apply.

7. Deposit Refunds

- a. The deposit shall be refunded or credited to the customer after not more than 12 consecutive months of prompt payment or 11 timely payments and one automatic forgiveness of late payment, unless the Company has documented information which indicates the deposit is necessary to insure payment.

8. Criteria for Procurement of Deposits

- a. False credit information
- b. Unsatisfactory credit history

Filed with the Commission July 1, 2004

Part II

RULES AND REGULATIONS

G. APPLICATION OF BUSINESS AND RESIDENCE RATES

1. Business rates apply at the following locations:
 - a. In offices, stores, factories, mines, and all other places of a strictly business nature.
 - b. In boarding houses, except as noted under G.2. below, offices of hotels, halls and offices of apartment buildings; quarters occupied by clubs or lodges; public, private or parochial schools or colleges, hospitals, libraries, and other similar institutions.
 - c. At residence locations when the customer has no regular business access line service and the use of the service either by himself, members of his household, or his guests, or parties calling him can be considered as more of a business than of a residence nature. This may be indicated by advertising either by business cards, newspapers, handbooks, billboards, circulars, motion picture screens, or other advertising media, such as on vehicles, etc. When such business use is not such as commonly arises and passes over to residence telephone during the intervals when, in compliance with the law or established custom, business places are ordinarily closed.
 - d. In any location where the listing of service at that location indicates a business, trade or profession, except as specified under G.2. below.
2. Residence rates apply at the following locations:
 - a. In a private residence where business listings are not provided.
 - b. In private apartments of hotels, rooming house, or boarding houses where service is confined to the customer's use.
 - c. In college fraternity or sorority houses where individual access line service is provided.
 - d. Churches.

H. CONSTRUCTION AND INSTALLATION CHARGES

1. General
 - a. All rates, charges, and initial service periods specified elsewhere contemplate the provisions of telephone service and facilities to the extent available, or to the extent that such items can be made available without incurring disproportionately high costs or risks. Telephone services and facilities will be provided (except in the case of foreign central office or foreign area service) for any related exchange telephone service from the central office normally serving the premises involved.

Filed with the Commission July 1, 2004

Part II

CONSTRUCTION CHARGES (continued)

- b. Special charges in the form of installation charges, monthly rates or both, are applied in addition to the usual service charge and monthly rates when the nature of the service is sporadic or occasional. Examples include:
 - 1) The facilities are provided in remote or undeveloped areas.
 - 2) Conditions that require unusual methods of plant construction, installation or maintenance.
 - 3) The customer's location requires the use of costly private right-of-way.
 - 4) The establishment of services which may be of a speculative or temporary nature.

 - c. Title to all construction, as specified in H.2.below, provided wholly or partly as a customer's expense is vested in the Company.
 - d. "Cost" is labor and materials included loaded overheads and may include a contribution to cover the cost of doing business not explicitly associated with direct cost.
2. Special Type of Construction
- a. If a special type of construction is desired by a customer, (e.g., when underground service is desired in places where aerial construction would normally be used) or if unusual requirements of a customer make the cost of an installation higher than it would be if the usual type of construction were used, the customer is required to pay the difference in cost between the special type of construction and the average cost of the usual type of construction.

I. MINIMUM CONTRACT PERIODS

1. Minimum Contract Period
- a. Except as specified elsewhere in this Tariff, the minimum contract period is one month from the date service or additions to service are established and the minimum charge is the authorized rate for one month. For purposes of rate administration each month is considered to have 30 days.
 - b. The Company may require a contract period longer than one month at the same location for unusual construction necessary to meet special demands, and involving extra costs (see Special Type Construction).

Filed with the Commission July 1, 2004

Part II

J. DISCONNECTION OR REFUSAL OF SERVICE

1. By the Company Without Notice

- a. The Telephone Company may disconnect or refuse service without notice:
 - 1) in the event of a condition on the customer's premises determined by the Telephone Company to be hazardous.
 - 2) in the event of customer's use in such a manner as to adversely affect the Telephone Company's facilities or the Telephone Company's service to others, such as:
 - a) Connection of Customer Premise Equipment which causes or is likely to cause interference or hazard to the network.
 - b) Impersonation of another with fraudulent intent.
 - 3) in the event of tampering with facilities furnished and owned by the Telephone Company.
 - 4) in the event of unauthorized use.

2. By the Company After Prior Written Notice

- a. In addition to the reasons set forth in subparagraph 1a. above, the Telephone Company may disconnect or refuse service after providing at least five days or in the case of deposits twelve days, prior written notice for any of the following reasons:
 - 1) failure of a customer to make suitable deposit as required by these rules.
 - 2) use of foul or profane language while using the Company's facilities.
 - 3) the customer's bill for local, or miscellaneous services remains unpaid after the last date for timely payment.
 - 4) for failure of the customer or prospective customer to furnish permits or certificates of right-of-way specified to be furnished in the Telephone Company's rules filed with the Commission as conditions for obtaining service, or the termination of those permissions or rights, or for the failure of the customer or prospective customer to fulfill the contractual obligations imposed upon them as conditions of obtaining service by a contract subject to the regulatory authority of the Commission.
 - 5) for failure of the customer to permit the Telephone Company reasonable access to its facilities.
 - 6) any other violation of the Telephone Company's rules and regulations on file with the Commission, the requirements of municipal ordinances or law pertaining for the service.
- b. Despite the prior written notice provisions as contained in these rules, disconnection may take place prior to the expiration of the notice period if the Telephone Company determines, from verifiable data, that usage during the notice period is so abnormally high that a risk of irrevocable revenue loss is created.
- c. Only one written notice will be provided to the customer if multiple violations occur.

Filed with the Commission July 1, 2004

Part II

RULES AND REGULATIONS

J. DISCONNECTION AND REFUSAL OF SERVICE

- d. The notice of pending disconnection required by these rules shall be a written notice setting forth all reasons for the notice, and the final date by which the account is to be settled or specific action taken. 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 final date shall be not less than five days after the notice is rendered, or in the case of deposits twelve days. The notice will include a toll-free or collect number where a customer can obtain additional information.
- e. Where written notice is required, the Company will not disconnect service on a weekend, holiday, or after 2:00 P.M. unless the Company is prepared to reconnect the service the same day.

3. Disputes

In the event of a dispute concerning a bill, the Telephone Company may 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 complaint procedures in the Telephone Company's Tariff, shall continue and for not less than forty-five days after the rendering of the disputed bill, the service shall not be disconnected for nonpayment for the disputed amount. The forty-five days may be extended by up to sixty days if requested of the Telephone Company by the Commission in the event the customer files a written complaint with the Commission.

4. Emergency Medical Conditions

Notwithstanding any other provision of these rules, the Telephone Company shall postpone the disconnection of service to a residential customer for a reasonable time, not in excess of thirty days, if the customer produces verification from a physician, or a public health or social services official, which states that telephone service is essential due to an existing medical emergency of the customer, a member 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 the Telephone Company within five days. If the written verification is not received within five days, service may be disconnected prior to the expiration of the thirty-day period for postponement.

Filed with the Commission July 1, 2004

Part II

5. At Customer's Request

- a. Contracts for service may be terminated prior to the expiration of the contract period provided advance notice is given to the Company and upon agreement to pay all charges due for the service furnished, plus any termination charges which might be applicable.
- b. Where a contract for service with a one-month minimum period is canceled before establishment of the service is completed, a charge not to exceed the service charge specified, is applied if all or a portion of the facilities have been installed.
- c. No minimum or termination charge will apply (unless otherwise stated specifically in this Tariff) where a new customer takes over the service of the former customer, provided the service is to be furnished at the same location without interruption and that the new customer assumes all unpaid charges on the original contract. Minimum and termination charges will apply for any service furnished under the original contract which is not retained by the new customer.
- d. No minimum or termination charge will apply in the event the service is terminated because of condemnation, destruction, or damage to property by fire or other cause, beyond the control of the customer.

Filed with the Commission July 1, 2004

Part II

RULES AND REGULATIONS

K. PAYMENT FOR SERVICE AND FACILITIES

1. General

- a. Generally all customers shall pay for services and facilities monthly in advance. Municipal, State or Governmental Agencies may be exceptions to this rule.
- b. Billing to customers shall be scheduled monthly.
- c. All bills for local, or miscellaneous services are due not less than 20 days after the bill is rendered.
- d. When a customer is connected or disconnected, or for other cause the service received deviates by more than twenty-four consecutive hours from the normal billing period, the bill shall be prorated. If the prorating indicates a refund is due, the refund shall be accomplished by bill credit.
- e. Failure to receive a bill does not relieve the customer of the responsibility for payment.

2. Disconnection of Service by the Company

- a. In the event of failure by the customer or those responsible to pay any bill on or before the due date, the Company may discontinue local, or miscellaneous services upon written notice, allowing the customer five days to make payment or settlement.

3. Service Charge for Reconnection

- a. Where service has been discontinued for nonpayment of a due bill applicable service charges as defined in Part VI of this tariff shall apply.
- b. Where service has been discontinued for the nonpayment of a due bill, the customer may be required to reestablish credit as defined in Establishment and Maintenance of Credit.
- c. The maximum payment for restoration of service that existed prior to disconnection shall be the total past due amount, applicable nonrecurring charges and if appropriate, an Advance Payment and Deposit as specified elsewhere in this tariff.

4. Late Payment Charge

- a. All bills for which full payment has not been received paid before the last date for timely payment shall be subject to a late payment charge.
- b. Each account shall be granted not less than one complete forgiveness of late payment charges each calendar year for regulated services. The customer will be notified that this forgiveness has been used by first class mail, telephone or electronic means.
- c. Late payment charges shall be 1.5 % of the unpaid balance with a \$2 minimum.

Filed with the Commission July 1, 2004

Part II

RULES AND REGULATIONS

L. TAXES OR FEES TO BE BILLED TO CUSTOMERS

1. General

- a. When a municipality or political subdivision imposes upon the Company any license, occupation, franchise, permit, inspection or other similar tax, such tax, fee or charge may be billed to the telephone customers receiving service within the municipal or political subdivision, allocated uniformly on the basis of each such customer's monthly charges for the types of service made subject to such tax, fee or charge.

M. NETWORK CONNECTIONS

1. General

- a. Customers are connected to the telephone network at a point of demarcation as specified in the Board rules.
- b. Connections of new inside station wiring to the network shall only be made at the Demarcation Point.
- c. Such connections shall be made by using a Standard Network Interface and shall be in accordance with Part 68 of the FCC Rules.
- d. Direct electrical connections at the protector or by-passing the Standard Network Interface shall constitute a violation of this Company's filed tariffs and the service may be disconnected in accordance with its filed Rules and Regulations.
- e. Customers shall not be allowed to construct inside station wiring from a demarcation point or between two or more buildings on the same premises to obtain service from an exchange other than that by which they would normally be served. Existing inside wiring obtaining local exchange service within another exchange boundary shall be disconnected by the customer within ten days after receipt of written notification from the Company.

N. CUSTOMER COMPLAINTS

1. General

- a. A customer or prospective customer may initiate a complaint with the Company on any relevant matter by telephone, in person or in writing directed to the Company at any of its offices. The Company's response to the complaint will generally be in the same form used by the customer. However, the Company may respond to written complaints by telephone or personal visits when it believes such communications will be effective in resolution of the issues.
- b. The customer may at any point during resolution of the complaint seek review by a Supervisor or Manager.
- c. Upon investigation and final resolution by the Company, if the customer wishes further review, the customer should direct all appropriate information to the Public Utilities Commission, Capitol Building, First Floor, Pierre, SD 57501.

Filed with the Commission July 1, 2004

Part III

DEFINITIONS

ACTIVE ACCOUNT - A customer who is currently receiving telephone service, or one whose service has been temporarily disconnected (vacation, nonpayment, storm damage, etc.).

ADDITIONAL LISTING - Any listing of a name or other authorized information in connection with a customer's telephone number in addition to that to which he is entitled in connection with his regular service.

ANCILLARY SERVICE OR EQUIPMENT - Any communication service or equipment not included in the definitions of transmission service, terminal equipment or inside station wiring.

AUTHORIZED USER - A person, firm or corporation (other than the customer) on whose premises a telephone, private branch exchange, or private line service or channel is located and who may communicate over such channels in accordance with the terms of the tariff.

BASE RATE - A rate for grades of exchange service available to customers located within a base rate area.

BASE RATE AREA - The developed portion within each exchange service area as set forth in the telephone utility's tariffs, maps or descriptions.

BUILDING - The term "Building" is a structure occupied by a customer or authorized user. Multi-occupant structures will be considered different buildings when space of one customer or authorized user is separated by space occupied by others.

BUSINESS SERVICE - Central Office Access Line service furnished to customers where the actual or obvious use is of a business, professional or occupational nature.

CALLS - Telephone messages attempted by customers or users.

CENTRAL OFFICE - A unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting customer lines and trunks or trunks only. There may be more than one central office in a building.

CENTRAL OFFICE ACCESS LINE - A circuit extending from the central office equipment up to and including the demarcation point.

CENTRAL OFFICE ACCESS LINE CHARGE - For work associated with the telephone line, extending from central office equipment up to and including, the demarcation point located at the customers' premises.

Filed with the Commission July 1, 2004

Part III

CENTREX SERVICE - A central office based service which consists of central office interface equipment and software located on the company premises.

CHANNEL - An electrical path suitable for the transmission of communications.

CHARGES - Nonrecurring amounts billed to customers for regulated services.

CHECK OF SERVICE or **SERVICE CHECK** - An examination, test or other method utilized to determine the condition of customer-provided terminal equipment and inside station wiring.

CIRCUIT - A channel used for the transmission of electrical energy in the furnishing of telephone and other communication services.

CLASS OF SERVICE - The various categories of service generally available to the customer, such as business, residential, pay telephone service and shared services.

COMMUNICATIONS SYSTEM - Channels and other facilities which are capable, when not connected to exchange telecommunications service, of two-way communications between customer-provided terminal equipment or Company stations.

COMPANY - A corporation, association, partnership, or individual engaged in the business of furnishing telephone and other communications services to the public.

CONNECTING COMPANY - A corporation, association, partnership or individual owning or operating one or more exchanges and with which communications services are interchanged.

CONSTRUCTION CHARGE - A separate recurring and/or nonrecurring charge made for the construction of facilities in excess of those contemplated under the rates quoted in the exchange tariffs.

CONTIGUOUS PROPERTY - Two or more parcels of property, occupied by the customer, in which the boundary line of one property touches the boundary line of the other(s).

CONTRACT - The agreement between a customer and the Company under which service and facilities are furnished in accordance with the applicable provisions of the tariff.

COST - The cost of labor and materials, which includes appropriate amounts to cover the Company's general operating and administrative expenses.

CUSTOMER - The individual, carrier, partnership, association, corporation or government agency which contracts for telephone service, or relays messages to or from points outside the extended area, and is responsible for the payment of charges and compliance with the rules and regulations of the Company.

Filed with the Commission July 1, 2004

PART III

CUSTOMER PREMISE EQUIPMENT - Equipment located on the customer's premise owned by the customer.

DELINQUENT OR DELINQUENCY - An account for which a bill or payment agreement for regulated services or equipment has not been paid in full on or before the last day for timely payment.

DEMARCATIION POINT - The point of connection provided and maintained by the telephone utility to which the telephone utility-owned existing inside station wiring or customer-provided new inside station wiring becomes dedicated to an individual building or facility. For an individual customer dwelling, this point of connection will generally be immediately adjacent to, or within twelve inches of, the protector or the customer's side of the protector. The drop and block, including the protector, will continue to be provided by and remain the property of the telephone utility. In the instance where a physical protector does not exist at the point of cable entrance into the building or facility, the demarcation point is defined as the entrance point of the cable into the building or facility.

DIRECTORY LISTING - A publication in the Company's alphabetical directory of information relative to a customer's name or other identification and telephone number.

DISCONNECT - The disabling of circuitry preventing both outgoing and incoming communications.

DISCONNECT NOTICE - The written notice sent to a customer following billing, notifying that service will be discontinued if charges are not satisfied by the date specified on the notice.

DROP WIRE - That portion of a circuit between the pole line or cable distributing box and the protector or equivalent.

DUE DATE - The last day for payment without unpaid amounts being subject to a late payment charge or additional collection efforts.

DUE NOTICES - See "Disconnect Notice."

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E91 1) - A telephone exchange service whereby one or more Public Safety Answering Points designated by the customer may receive telephone calls dialed to the telephone number 911.

ENTRANCE FACILITIES - Facilities extending from the point of entrance on private property to the premises on which service is furnished.

EXCHANGE - A geographical area established for the administration of local communications services in a specified area, called the "Exchange Area", which usually embraces a city, town or village, and its environs. It may contain one or more central offices together with the associated plant, equipment, and facilities used in furnishing communication service within that area.

Filed with the Commission July 1, 2004

Part III

EXCHANGE AREA - The territory served by an exchange.

EXCHANGE SERVICE - The furnishing of facilities for communication within an exchange area, in accordance with the regulations and charges specified in the Local Tariff.

EXTENDED AREA SERVICE - Extended Area Service (EAS) means telephone service furnished between end user customers located within an exchange area and all of the end user customers of an additional exchange area. Extended Area Service is only for local calls both originating and terminating within the defined extended area by the end users of local exchange companies.

EXTRA EXCHANGE LINE MILEAGE - The measurement on which charges are based for that portion of the circuit extending beyond the Base Rate Area but within the Exchange Area, which is used to furnish urban classes of service in the Suburban or Rural Area.

EXTRA LISTING - See "Additional Listing."

FLAT RATE SERVICE - Telecommunications service furnished at a fixed monthly or periodic charge.

FOREIGN CENTRAL OFFICE - Any central office other than that which serves the area in which the customer is located.

GENERAL EXCHANGE SERVICES - Facilities, services or features furnished by the Company connected to or associated with primary local exchange service.

INDIVIDUAL LINE - A Central Office Access Line to provide one-party service. (Not a private branch exchange trunk.)

INITIAL SERVICE PERIOD - The minimum length of time for which a customer is obligated to pay for service, facilities and equipment, whether or not retained by the customer for such minimum length of time.

INSTALLATION CHARGE - A nonrecurring charge made at the time of installation of communications service or facilities, which may apply in place of or in addition to Service Charges and other applicable charges for service.

Filed with the Commission July 1, 2004

Part III

JOINT USER SERVICE - An arrangement whereby an individual, firm or corporation whose telephone needs are not such as to justify the provision of separate customer service is permitted to use the services of another customer.

LIFELINE ASSISTANCE - An assistance program which for qualified applicants have a reduction in the monthly local exchange service.

LINK UP - An assistance program which for qualified applicants have a reduced service connection charge.

LOCAL EXCHANGE SERVICE - Telecommunications within a local service area in accordance with the provisions of the Company's tariffs.

LOCAL MESSAGE - A completed customer or user call between stations located within the same Exchange Area or Local Service Area.

LOCAL SERVICE AREA - The area within which telephone service is furnished under a specific schedule or rates without the application of a long distance message charge.

LOW INCOME CONNECTION ASSISTANCE PROGRAM - An aggregate term for the assistance programs identified as the Link Up Assistance Program and the Lifeline Assistance Program.

MESSAGE - A completed customer or user call.

MESSAGE RATE SERVICE - A service for which charges are based upon the number of originated messages placed by the customer to stations within the same local or message rate calling area.

MILEAGE RATE - The rate applying for the use of part or all of a line furnished by the Company.

MINIMUM CONTRACT PERIOD - The minimum length of time for which a customer is obligated to pay for services and/or facilities, whether or not retained by the customer for such minimum length of time.

NONRECURRING CHARGE - A one-time charge associated with certain installations, changes or transfers of services, either in lieu of or in addition to recurring monthly charges.

NOTICE - See "Disconnect Notice."

OUTSIDE PLANT - The telephone facilities installed on, along, or under streets, alleys, highways, and private rights of way between customer locations, central offices or the central office and customer location.

Filed with the Commission July 1, 2004

Part III

PAY TELEPHONE SERVICE - A central office access line providing connections for pay telephone equipment.

Pay Central Office Access Line: A circuit extending from the central office equipment up to and including the demarcation point to provide both local and toll service.

PREMISES - The space occupied by an individual customer in a building, in adjoining buildings, or on contiguous property including property separated only by a public thoroughfare, a railroad right-of-way, or a natural barrier.

PRIVATE BRANCH EXCHANGE TRUNKS - See "Central Office Access Line."

PROTECTOR - A utility owned electrical device located in the central office, at a customer's premises or anywhere along any telephone facilities which is designed to protect both the telephone company's and the customer's property and facilities from over-voltage and over-current by shunting such excessive voltages and currents to ground.

RATES - Recurring amounts billed to customers for regulated communications services.

RESALE SERVICE - Central Office Access Line service obtained by a customer from the Company and resold to occupants of a building or complex of buildings.

RESIDENCE SERVICE - Telecommunication service furnished to customers when its use is for domestic purposes.

RURAL SERVICE - Telecommunication service in an exchange area outside of a base rate area or generally outside a special rate area.

SERVICE CHARGE - The charge a customer is required to pay at the time of the establishment of telephone service or subsequent changes to that service.

SERVICE CHECK - See "Check of Service".

SERVICE ORDERING CHARGE - For work involved in receiving, recording and transmitting, information for establishment of telephone service or subsequent change to that service including directory listing.

STANDARD NETWORK INTERFACE - See "Demarcation Point."

SUSPEND - See "Temporary or Vacation Suspension."

TARIFF - The rates, charges, rules and regulations adopted and filed by the Company with the South Dakota Public Utilities Commission.

Effective: July 1, 2004

By: General Manager
DakotaComm, LLC
Jefferson, SD 57038

Filed with the Commission July 1, 2004

Part III

TELEPHONE COMPANY - See "Company."

TEMPORARY OR VACATION SUSPENSION - Temporary disconnection or impairment of service which shall disable outgoing or incoming communications or both.

TERMINATION CHARGE - A charge applied under certain conditions when a contract for service is terminated by the customer before the expiration of the minimum contract period.

TIMELY PAYMENT - Payment on a customer's account received on or before the due date shown: on a current bill for rates and charges, or by an agreement between the customer and the Company for a series of partial payments to settle a delinquent account.

TOLL BLOCKING - A service that lets customers block the completion of outgoing toll calls from their telecommunications line.

TRAVEL CHARGE - A charge that applies whenever a visit is required to complete the customer's request. One charge will apply for all work requested at the same time on the same visit

Filed with the Commission July 1, 2004

Part III

ACRONYMS

C

CENTREX	Centralized Exchange for Business Customer Services
CO	Central Office

E

EAS	Extended Area Service
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F

FCC	Federal Communication Commission
FX	Foreign Exchange

P

PUC	South Dakota Public Utilities Commission
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Filed with the Commission July 1, 2004

Part IV

LOCAL EXCHANGE SERVICE

A. GENERAL

Central Office Access Lines extend between the central office equipment of the Company and the demarcation point located on the premises of the customer. Rates for Central Office Access Lines are shown in paragraph B. below. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

B. RATES

EXCHANGE NAME: Vermillion

All applicable rates below apply.

	Monthly <u>Rate</u>
1. CENTRAL OFFICE ACCESS LINE	
a. WITHIN THE BASE RATE AREA	
BUSINESS SERVICE	
Individual Line	\$25.00
Key System Line	\$25.00
PBX Trunk Line	\$25.00
Off Premise Ring.....	\$25.00
RESIDENCE SERVICE	
Individual Line	\$10.00
Additional Lines.....	\$ 8.00
b. OUTSIDE THE BASE RATE AREA	
BUSINESS SERVICE	
Rural Individual Line	ICB
Key System Line	ICB
PBX Trunk Line	ICB

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By: General Manager
DakotaComm, LLC
Jefferson, SD 57038

Filed with the Commission July 1, 2004

Part IV

LOCAL EXCHANGE SERVICE

B. RATES (Continued)

Monthly
Rate

- 1. CENTRAL OFFICE ACCESS LINES (Continued)
 - a. OUTSIDE THE BASE RATE AREA (Continued)
 - RESIDENCE SERVICE
 - Rural Individual Line.....10.00
- 2. PAY TELEPHONE SERVICE
 - a. PAY CENTRAL OFFICE ACCESS LINE ICB
- 3. CENTREX NETWORK ACCESS..... ICB
- 4. PROMOTIONAL PACKAGES
 - a. The company from time to time may reduce or waive the charge for any service as provided. A copy of such resolution shall be available to the public, in the central office. Such reduced or waived charges or fees shall be for purposes of promoting the services or use of the utility. No such reduced or waived charges or fees adopted, as herein set forth, shall remain in force for more than ninety calendar days.

C. CONDITIONS

- 1. Mileage rates may apply for central office access lines for individual services furnished outside the base rate area.

Filed with the Commission July 1, 2004

Part V

GENERAL EXCHANGE SERVICES

DIRECTORY LISTINGS

A. GENERAL

The following rates are applicable to the alphabetic section of the white pages of the telephone directory for business or residence customers. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

B. RATES

	<u>Monthly Rate</u>
1. Additional or alternate listings, per listing	\$2.00
2. Private service, per listing	\$2.00
3. Foreign or non-subscriber service, per listing (See Condition 4)	\$2.00

C. CONDITIONS

1. A primary listing, which may include the name, address and telephone number of the individual, organization, firm or corporation for whom the service has been contracted, will be furnished at no charge.
 - a. Listings will be limited to such information as is necessary for proper identification.
 - b. The length of a listing may be limited by the use of abbreviations where the clarity of the listing and the identification of the customer will not be impaired.
 - c. The Company may refuse to insert any listing which, in its judgment does not facilitate the use of the directory.
2. Additional listings may be furnished with business or residence service for persons who occupy the same premises at the rates shown above. An additional listing may include the same address and telephone number as the primary listing.
3. An alternate call listing refers a calling party to certain other telephone numbers such as after business hours, on Sundays, holidays, or if there is no answer on the first listed number. Where the alternate call number is that of another customer, the listing will be furnished only with written approval of the other customer.
4. A foreign or non-subscriber listing is furnished customers requesting that their listing be included in a directory of an exchange other than that from which service is rendered. The rate for foreign a company listing will be the rate of the company in whose directory the listing appears. The Conditions of paragraph C.1. above shall apply.

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GENERAL EXCHANGE SERVICES

C. CONDITIONS (Continued)

5. Private service is the omission of a customer's listing from both the telephone directory and directory assistance records.
 - a. When private service is to be furnished, the customer will hold the Company harmless from any damages which might arise, and will absolve the Company from any responsibility for the failure of the customer to receive calls because of the private listing.
 - b. No charge will apply for private service for customers having other listed service.
6. The charge for additional, alternate or private listings is effective the day the directory assistance record is posted.

CONSTRUCTION CHARGES

A. GENERAL

1. Line extensions may be provided as set forth herein for any class and grade of Central Office Access Line to customers or applicants beyond the existing facilities of the Company, within the same exchange. The charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff. The Company will survey all prospective customers who could receive service from each proposed line extension project prior to its construction.
2. All rates, charges and initial service periods specified elsewhere contemplate the provision of telephone service and facilities to the extent available, or to the extent that such items can be made available without incurring disproportionately high costs or risks, and the provision of facilities in such manner as the Company may elect. Likewise the rates, charges and initial service periods specified in such Tariffs contemplate the use of facilities of standard, regularly-used type, arrangement and finish, and the provision, except in the case of foreign central office or foreign area service, of any related exchange telephone service from the central office normally serving the premises involved. Charges to the customer for specially constructed facilities may be in the form of an initial nonrecurring charge or a termination charge or both. In such instances, the initial construction charge and/or the termination charge is based upon the costs incurred by the Company. These special charges are due and payable when a bill therefore is rendered to the customer by the Company.

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3. Where the facilities required to provide a requested service are not available, and their provision entirely at the expense of the Company would not, in the opinion of the Company, constitute a prudent investment, special construction charges may apply. In addition, longer than normal initial service periods may apply to that part of the required equipment and facilities which would not constitute a prudent investment if the requested service were furnished subject solely to the normal terms and conditions specified in this tariff.
4. Deposits or advance payments covering construction charges may be required at the time the application for service is made.
5. When a charge is applicable for construction on either a public highway or on private property, the customer may undertake if it is practicable to do so, such construction in whole or in part, in lieu of the construction charges that apply to that portion. In all cases of construction by the customer, the material furnished and the method of construction must meet the Company's specifications and are subject to the approval of the Company. The customer is responsible for the costs associated with the Company's inspection.
6. Any poles, conduit, cable or other plant provided at the expense of the customer, on either a public highway or on private property, are the property of the Company, and shall not be used by the customer for any purpose other than service furnished by the Company or the support of crossarms, cable, wire or other apparatus of the Company except upon approval of the Company.
7. When an applicant is so located that it is necessary or desirable to use private rights-of-way to furnish service, the applicant will be required to provide cleared rights-of-way.

B. SPECIAL TYPES OF CONSTRUCTION

1. Outside Construction

- a. When an applicant requests a special type of construction or when construction specifications imposed by an applicant make an installation abnormally expensive, an additional charge is made. This charge will be equal to the difference between the cost of the special type of construction or construction specification and the estimated cost of the standard construction normally applicable.
- b. The Company normally provides the service entrance into the customer's premises. It can be aerial or underground.

2. Interior Construction

- a. The building owner or occupant shall provide conduit in buildings for telephone wire or cable.
- b. Where, because of the type of construction of the building occupied by an applicant or the construction specifications imposed by the applicant, unusual expense is incurred by the Company, the applicant shall be required to pay the difference between the cost necessary because of the type of construction or the construction specifications imposed by the applicant and the estimated cost of standard construction normally applicable.

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3. Temporary Construction

- a. Where temporary construction is necessary to provide service, the customer will be required to pay a construction charge equal to the estimated net cost of installing and removing the temporary construction.
- b. When telephone service is provided to movable premises by means of aerial plant, a clearance pole shall be provided if needed in the opinion of the Company. The customer shall place, own and maintain the pole.
- c. When telephone service is provided to movable premises by means of buried plant, the Company shall provide a pedestal type arrangement.
- d. The clearance pole, when aerial plant is used, or the pedestal, when buried plant is used, must comply with specifications determined to be applicable by the Company.

C. EXTENSION OF FACILITIES.

1. Where the Company extends its facilities on public highways or on private property in order to furnish telephone service in a territory where no facilities are available, the Company will provide for each customer an allowance of one-half route mile of standard construction without charge. For new customers not situated near existing loops, standard construction charges will apply in excess of the standard allowance after the system trunks are extended to the area. Charges for construction in excess of the one-half mile allowance shall be based on the cost to the Company to place the facilities. These charges shall include a grossed up amount for the income tax effect of such revenue. The amount of tax shall be reduced by the present value of the tax benefits to be obtained by depreciating the property in determining the tax liability.
2. Buried and/or Underground Communications Facilities Serving Subdivision and Developments
 - a. The provision of buried or underground communication facilities to residential subdivisions and developments shall be dependent upon the following being made available to the Company:
 - (1) A legally sufficient easement to accommodate the placing and maintaining of common communications serving facilities (e.g., feeder and distribution cables plus terminal pedestals or like devices in access point cabinets). The surface of the easement area must be brought to final grade prior to the installation of buried or underground communication facilities.
 - (2) Adequate trenches and backfill within the subdivision or development must be suitable for the Company's distribution facilities. This does not include trenches and backfill for the service drop wire (i.e., the facilities between the pedestal terminal or like device and the demarcation point located on or near the customer's premises).
 - (3) A written trench and backfill agreement entered in by the developer or owner of the subdivision or development and the Company for the provision of trench and backfill work. The agreement will include the following:
 - (a) A description of the subdivision or development.
 - (b) Trench and backfill plans and specifications.

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- (c) Trench excavation and backfill schedules.
 - (d) Rights, responsibilities, and liabilities associated with performance of the trench and backfill work.
 - (4) In areas where the Company has existing trench and backfill agreements with local power utilities, the developer or owner of the subdivision or development shall be responsible for the Company's portion or the trench and backfill cost.
 - (5) The developer or owner shall have the option of providing trench and backfill in accordance with (3)(b), preceding, or paying the Company's portion of joint trench and backfill costs in accordance with (3)(d) preceding.
- 3. Underground Communication Facilities Serving Nonresidential Buildings and Certain Residential Buildings
 - a. Underground communication facilities will be provided, where feasible, in new installations at nonresidential building and residential buildings with more than four living units, except as covered in B, preceding, including residential buildings being utilized as business establishments.
 - b. Where, in the opinion of the Company, the placement of underground communication facilities is impractical or not feasible, the facilities shall be aerial. The owner or customer requesting the facilities shall provide and furnish the hardware required by the Company to attach to the building including but not limited to "T" bolts, wall sleeves, or such other hardware as specified by the Company.
 - c. The provision of underground facilities to serve these buildings shall be dependent upon the following conditions:
 - (1) All underground Company wire and cable routes and entrance facilities on private property shall be determined by the Company with the concurrence of the building owner or the building owner's agent.
 - (2) The owner shall furnish the Company with site plans showing building locations with sewer, water, gas and power routes.
 - (3) Upon agreement to place underground communication facilities in compliance with these listed conditions, the Company shall furnish the owner a plan showing the location of proposed communication facility routes.
 - (4) The owner shall provide reusable conduit, utility vaults, and handholes in place (size and number specifications to be determined by the Company) to the demarcation point at the building from the Company designated facility point (e.g., pedestal, pole and/or property line, etc.). Such conduit shall be in place and the surface of the ground area must be brought to final grade at least 30 days prior to the requested service date.
 - (5) The Company shall select the location of the facility point. This location may be not the customer's closest property line and will be determined based upon the owner's plans and existing or proposed communication facilities.

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- (6) Notwithstanding the provision of the conduit, the building owner or the customer shall be liable for repairs to communication facilities damaged by their actions or that of their employees, contractors, or agents. Such liability shall also include the restoration of the damaged site to the original condition (e.g., restoration of asphalt, sod, concrete, landscaping, etc.).
- (7) Where, in the opinion of the Company, it is reasonably necessary to secure written easement for the protection of the underground communication facilities to the buildings, the property owner shall execute and deliver the cleared easement and the forms satisfactory to the Company.
- (8) The cost of any rearrangements and/or rerouting of existing communication facilities to the buildings along with the restoration of the site will be borne by the customer/and or property owner requesting the same.

MILEAGE RATES

A. GENERAL

Mileage rates apply for extending standard voice grade intra-exchange service between premises or outside the Base Rate Area. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

B. RATES

	Monthly <u>Rate</u>
1. Between Buildings on Same Premises, per two-wire circuit 1/4 mile or fraction thereof	
a. First mile or fraction thereof	\$8.00
b. Each additional 1/4 mile or fraction thereof.....	\$2.00
2. Outside the Base Rate Area (Rural) One-party service, Pay Telephone Service Line, Key System Line, or PBX Trunk Line, each	
a. First mile or fraction thereof	\$8.00
b. Each additional 1/4 mile or fraction thereof.....	\$2.00

C. CONDITIONS

- 1. Mileage measurement is the route distance between the terminals.

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MILEAGE RATES
CONDITIONS (continued)

- 2. Outside the Base Rate Area, rural mileage will be based upon the distance between the location of the service and the nearest point on Base Rate Area boundary.
- 3. When facilities must be constructed to provide service to an applicant beyond the Base Rate Area, charges shall be determined as set forth under Line Extensions.

TOLL BLOCKING SERVICE

A. GENERAL

- 1. Toll blocking service provides denial of outgoing 0+ and 1+ long distance calls for central office access lines or trunks.
- 2. This service is provided only where central office capabilities permit the offering.

B. RATES

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
1. Toll Blocking Service (outgoing calls only).....	N/A	N/A

C. CONDITIONS

- 1. The customer shall not be permitted to place outgoing calls to an operator or any part of the 0+ or 1 + long distance network when this service is in effect.
- 2. Incoming calls are not restricted.
- 3. Toll blocking is available to Lifeline customers without charge.

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GENERAL EXCHANGE SERVICES

SPECIAL BILLING ARRANGEMENTS

A. GENERAL

Special Billing Arrangements encompass charges or rates for services not normally provided. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

B. RATES

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
1. Special Billing Numbers, each.....	n/a	n/a

C. CONDITIONS

- 1. Special Billing Numbers
 - a. Special Billing Numbers may be provided in conjunction with all classes and grade of service.
 - b. The minimum period for which this service may be offered is two months.

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GENERAL EXCHANGE SERVICES

TEMPORARY OR VACATION SUSPENSION

A. GENERAL

Temporary Suspension of Service is available for vacation purposes at a reduced rate for all customers.

B. RATES

1. The monthly rate will be 50 % of the regular rate for the services suspended.
2. No other service charges will apply for the suspension and subsequent restoration of service.

C. CONDITIONS

1. The rates may be billed in total prior to the establishment of vacation rate service, or monthly, at the option of the Company.
2. The minimum period for which this service may be provided is 30 days; the maximum is 120 days during any 12-month period.

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DIRECT INWARD DIALING

A. GENERAL

1. Direct Inward Dialing or DID is the ability for a caller outside a company to call an internal extension without having to pass through an operator or attendant.

B. CONDITIONS

1. Direct Inward Dialing is limited to business customers that have equipment capable of implementing this service.
2. Directory numbers assigned to this service are assigned in groups of one hundred numbers each.
3. Company is not responsible for unauthorized use of this service.

C. RATES

	Monthly Charge	Nonrecurring Charge
1 Per DID Line	\$39.00	\$65.00
2. Each Block of 100 numbers	150.00	N/A

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GENERAL EXCHANGE SERVICES

CUSTOM CALLING SERVICES

A. GENERAL

Custom Calling Services are optional telephone service arrangements which may be provided only from central offices equipped to provide one or more custom calling features. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

B. RATES

		Monthly Rate	
		<u>Per CO Line Equipped</u>	
		<u>Residence</u>	<u>Business</u>
1.	Individual Services		
a.	Anonymous Call Rejection	\$N/A	\$N/A
b.	Call Forwarding Basic	\$3.00	\$3.00
c.	Call Forwarding Busy Line.....	\$2.50	\$2.50
d.	Call Forwarding Busy Line Programmable	\$N/A	\$N/A
e.	Call Forwarding Don't Answer	\$N/A	\$N/A
g.	Call Forwarding Remote Activation	\$10.00	\$10.00
i.	Call Trace.....	\$5.00	\$5.00
j.	Call Waiting	\$3.00	\$3.00
k.	Call Waiting Deactivation.....	Free with Call Waiting	
l.	Caller Identification Blocking Per Call.....	n/a	n/a
m.	Caller Identification Blocking Per Line	\$2.00	\$2.00
n.	Caller Identification Name and Number	\$4.75	\$4.75
o.	Caller Identification Name and Number with Call Waiting ..	\$7.75	\$7.75
p.	Continuous Redial.....	n/a	n/a
q.	Dial Call Waiting	n/a	n/a
r.	Direct Call Pick Up	n/a	n/a
s.	Direct Call Pick Up With Barge-In.....	n/a	n/a
t.	Distinctive Alert.....	n/a	n/a
u.	Distinctive Ringing	\$3.00	\$3.00
v.	Group Intercom	n/a	n/a
w.	Hot Line Service	n/a	n/a
x.	Hunt group	\$4.95	\$4.95

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GENERAL EXCHANGE SERVICES

CUSTOM CALLING SERVICES (Continued)

B. RATES (Continued)

		Monthly Rate	
		<u>Per CO Line Equipped</u>	
		<u>Residence</u>	<u>Business</u>
1. Individual Services (Continued)			
y.	Last Call Return	n/a	n/a
z.	Priority Call	n/a	n/a
aa.	Selective Call Acceptance	n/a	n/a
ab.	Selective Call Forwarding	n/a	n/a
ac.	Selective Call Rejection	\$2.00	\$2.00
ad.	Speed Calling:		
	1. 8 Number	\$2.00	\$2.00
	2. 30 Number	\$3.00	\$3.00
ae.	Three Way Calling	\$2.00	\$2.00
af.	Voice Mail	\$3.50	\$4.50
ag.	Warm Line Service	n/a	n/a
ah.	Wire Maintenance Service (in home)	n/a	n/a
2. Promotional Packages			
a.	Bundled services may be priced differently from rates listed above.....	ICB	

C. DEFINITIONS

1. Individual Services

- a. Anonymous Call Rejection: Allows a customer of Caller Identification - Name and/or Caller Identification - Number to reject calls for which calling name/number display information has been intentionally blocked. Only calls for which the information has been blocked are rejected.

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GENERAL EXCHANGE SERVICES

C. DEFINITIONS (Continued)

- b. Call Forwarding-Basic: Permits a customer to transfer all incoming calls to another dialable telephone number. The customer pre-selects a second telephone number to which all incoming calls are automatically transferred. Calls may be transferred to a long distance message telecommunications point subject to the availability of the necessary facilities in the central office from which the calls are to be transferred.
- c. Call Forwarding-Busy Line: Allows a customer to have incoming calls forwarded to another predetermined number if the called number is busy.
- d. Call Forwarding-Busy Line (Programmable): Allows a customer to have incoming calls forwarded to another number when the called number is busy. The customer can activate and deactivate the forwarding feature by dialing a code as well as establish or change the number which calls will be forwarded.
- e. Call Forwarding-Don't Answer: Allows a customer to have an incoming call forwarded to another number if the customer does not answer after a preset number of rings.
- f. Call Forwarding-Don't Answer (Programmable): Allows a customer to have an incoming call forwarded to another number if the customer does not answer after a preset number of rings. The customer can activate and deactivate the forwarding feature by dialing a code as well as establish or change the number to which calls will be forwarded.
- g. Call Forwarding-Remote Activation: Allows a customer to activate or deactivate all types of Call Forwarding services, or to change the forward-to destination from a remote location.
- h. Call Hold: Allows incoming calls to be placed on hold and retrieved from the same or another extension.
- i. Call Trace: Enables a customer to initiate a trace on the last incoming call. The information is sent to law enforcement officials if the customer decides to initiate prosecution.
- j. Call Waiting: By means of a tone signal a customer who is using his telephone is alerted when another caller is trying to reach that station. This permits putting the first call on hold so that a second call can be answered.
- k. Call Waiting Deactivation: This feature gives Call Waiting customers the ability to control when Call Waiting functions on their line.

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C. DEFINITIONS (Continued)

1. Call Identification Blocking-Per Call: Enables a customer to control the disclosure of their telephone number or name and telephone number to a subscriber of Caller Identification (where technically feasible) by temporarily changing the public/private status indicator of the telephone number. A customer must dial a code before each call to change the indicator from public to private. "Public status" allows delivery of the telephone number or name and telephone number. "Private status" prevents delivery of the telephone number or name and telephone number. Per Call Blocking is provided at no charge.

- m. Call Identification Blocking-Per Line: Provides a permanent private indicator on a customer's line. Once blocking is established on the customer's line, the private status cannot be deactivated by the customer. Rates and charges are provided herein. Federal, State and Local Law Enforcement Agencies, nonprofit domestic violence/sexual assault agencies and their staffs, and victims of domestic/sexual assault or individuals who express a personal safety need and sign a personal safety exemption form may be provided additional arrangements for private status and/or line blocking, on a line-by-line basis, at no charge.

The certification form identifies the customer who is to receive Per Line Blocking at no charge and acknowledges that if a line is equipped with Per Line Blocking, that the telephone number and name will not be delivered to subscribers of Caller ID, including poison control centers, hospitals, medical centers and others who might use Caller ID to provide assistance. 911 is not affected. And, some subscribers of Caller ID Service may choose not to answer blocked calls.

The customer acknowledges the understanding of the above. Further, the customer releases the Company from all claims and liability, including personal injury caused by its errors, omissions and operation or malfunction of Per Line Blocking service.

- n. Caller Identification: Allows for the automatic delivery of a calling party's name and number to the called customer, which gives the called customer an opportunity to decide whether to answer the call immediately or not. The information is displayed on customer provided equipment.

The information displayed shall be the name and number associated with the calling telephone number as shown on the Company's records. The Company, in its discretion, may abbreviate or limit that name for display purposes. The Company does not assure name accuracy, and it shall not be liable to any party for errors, omissions or mistakes. The Company's sole and only obligation shall be to reasonably correct errors in names when notified in writing of such errors.

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C. DEFINITIONS (Continued)

- o. Caller Identification Name and Number with Caller Waiting: Allows Call Waiting to be utilized with Caller Identification.
- p. Continuous Redial: Automatically redials the last number a customer dials. If the called party's number is busy, a special tone will alert the customer when the called number becomes idle.
- q. Dial Call Waiting: Allows a customer with a line equipped with the feature to direct a Call Waiting tone or a Distinctive Alert signal to a line equipped with Distinctive Alert. The feature is activated by dialing a present access code and the telephone number of the line to which the signal is directed.
- r. Direct Call Pick Up: Allows a customer to answer a call, during the ringing cycle, that is directed to another line by dialing a present access code and the telephone number of the line to be answered. Both the originating line and the line to be answered must be equipped with the feature.
- s. Direct Call Pick Up With Barge-In: Allows a customer to answer a call directed to another line which has been answered or is ringing by dialing a preset access code and the telephone number of the line to be answered. Both the originating line and the line to be answered must be equipped with the feature.
- t. Distinctive Alert: Allows a customer to receive an audible Call Waiting tone or Distinctive Ringing signal from a line equipped with Dial Call Waiting. If the called line is idle, a Distinctive Ringing signal will be heard. If the called line is busy, the called line receives a Call Waiting tone.
- u. Distinctive Ringing: A central office based service which provides up to three distinctive ringing codes on incoming calls, using one individual access line. The distinctive ringing codes are achieved by assigning up to three additional telephone numbers to the access line. Two types of Distinctive Ringing are available:
 - Type A: The above service without a directory listing.
 - Type B: The above service with a directory listing.
- v. Group Intercom: Allows individuals within a designated intercom group to contact each other by using an access code and abbreviated dialing, which permits, one-, two-, three- or four-digit dialing.

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C. DEFINITIONS (Continued)

- w. Hot Line Service: Allows a customer to establish a switched connection to a predetermined number when the customer's telephone goes off-hook. No dialing is required and the call is processed automatically to the predetermined telephone number.
- x. Hunt Group: A series of telephone numbers organized in such a way that if the first line is busy the next line is hunted and so on until a free line is found. Often this arrangement is used on a group of incoming business lines.
- y. Last Call Return: Enables a customer to perform an activation procedure and automatically redial the last incoming number without having to know the number of the calling party.
- z. Priority Call: Allows a customer to assign a maximum of 4 callers' telephone numbers to a special list. The customer will hear a distinctive ring at their location, when calls are received from callers' telephone numbers on that list.
- aa. Selective Call Acceptance: Permits incoming calls only from numbers customer pre-selects.
- ab. Selective Call Forwarding: Enables a customer to have selected calls forwarded to another dialable phone number. The customer preselects which calls will be forwarded and also the second telephone number to which calls are automatically transferred. All other calls will ring at the original number as usual.
- ac. Selective Call Rejection: Enables a customer to reject call attempts from up to - numbers of calling parties by dialing a code and the telephone numbers of calls to be rejected. Any call attempts to the customer from these numbers will be prevented from terminating to the customer and will instead be connected to an announcement informing the caller that the call is not presently being accepted by the called party. A customer may also reject future calls from the most recent call received by dialing a code after completing the call.
- ad. Speed Calling: Enables a customer to place calls to other telephone numbers by dialing a one- or two-digit code rather than a complete telephone number. Customer may subscribe to only one of either the 8 Code capacity or 30 Code capacity on the same line.
- ae. Three Way Calling: Enables a customer to add a third party to an existing call without operator assistance, thereby establishing a three-way conversation. The transmission may vary depending on the distance and routing necessary; therefore, transmission may not meet normal standards.

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GENERAL EXCHANGE SERVICES

C. DEFINITIONS (Continued)

- af. Voice Mail: Answers incoming telephone calls and records messages left by the caller. Messages are taken when customers are unavailable to answer the telephone or when the customer is all ready on a telephone call.
- ag. Warm Line Service: Allows a customer to establish a switched connection to a predetermined number if the customer does not dial a number within a specified length of time after going off-hook. When the customer's telephone goes off-hook and dialing begins within a specified time delay period, the call will proceed normally as dialed. If dialing has not started before the end of the predefined time delay period, a predetermined stored number is automatically dialed by the central office equipment.
- ah. Wire Maintenance Service (in home): This feature allows for in-home repair of customer wiring without additional charges.

D. CONDITIONS

1. Call Forwarding Services shall not be used to extend calls on a planned and continuing basis to intentionally avoid the payment in whole or in part, of message toll charges that would regularly be applicable between the station originating the call and the station to which the call is transferred. Customers utilizing call forwarding services are responsible for the payment of charges for each toll call to the telephone to which the call is transferred.
2. Control of the number assignment on the shared speed call list associated with Group Intercom resides with the provider. The provider must have an access line in the same central office as their client for the purpose of controlling the speed call list. The access line will be restricted from dialing any toll calls billable to the end user.
3. Custom Calling Services will be provided in connection with individual line residence and business service. Custom Calling Services are not available to PBX and Centrex customers.

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GENERAL EXCHANGE SERVICES

PERSONAL SAFETY EXCEPTION FORM

Customer Certification

In order to provide a solution to your unique personal safety concerns, it is necessary for you to provide responses to the questions below.

What is the estimated interval of time that your personal safety concerns require "Per-Line" Blocking?

If you are requesting "Per-Line" Blocking for a telephone line other than your own, the responsible party must sign below.

CUSTOMER REQUESTING FREE PER LINE BLOCKING:

PRINT NAME: _____

SIGNATURE: _____

TELEPHONE NUMBER WHERE PER LINE BLOCKING WILL BE ASSIGNED:

CUSTOMER RESPONSIBLE FOR TELEPHONE ACCOUNT:

PRINT NAME: _____

ADDRESS: _____

SIGNATURE _____

If a line is equipped with "Per-Line" Blocking, the telephone number of that line will not be delivered to any subscribers of Caller ID. Poison control centers, hospitals, medical centers and others who might use Caller ID will not be able to identify callers with "Per-Line" blocking who need assistance. In addition, subscribers of Caller ID may choose not to answer blocked calls.

THE CUSTOMER REPRESENTS THAT HE/SHE UNDERSTANDS THE ABOVE, AND THE CUSTOMER RELEASES ACB, Co. FROM ALL CLAIMS AND LIABILITY, INCLUDING PERSONAL INJURY, CAUSED BY ITS ERRORS, OMISSIONS AND THE OPERATION OR MALFUNCTION OF "PER-LINE" BLOCKING SERVICE.

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Part V

GENERAL EXCHANGE SERVICES

CUSTOMIZED NUMBER SERVICE

A. GENERAL

- 1. Customers of the Telephone Company may request assignment of specific telephone numbers. If the telephone number or numbers requested by the customer is not currently in use, the Telephone Company may assign the number to the customer.
- 2. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of the tariff.

B. CHARGES

Nonrecurring
Charge

- 1. Each Customized Telephone Number..... \$25.00

C. CONDITIONS

- 1. The Telephone Company may reject any request for specific telephone numbers and may refuse requests for specific numbers for any reason, including, but not limited to, numbers that may, in the Telephone Company's opinion, be offensive to good taste, limited central office capacity, number availability, or relocation of a central office.
- 2. The ownership of all telephone numbers shall be retained by the Telephone Company. The assignment of the use of a telephone number by or from any customer to another, except as otherwise provided in this tariff, is prohibited.
- 3. Customized Number Service Charge applies whenever a customer obtains assignment of a specific telephone number. If the number is not placed into service within six months of the date of the request, the number may be released for reassignment.
- 4. Customized Number Service Charge will not apply when a customer whose service has been terminated requests reassignment of the previous telephone number, if not currently in use, and reassignment occurs within 12 months.
- 5. The Customized Number Service Charge is not refundable.

Filed with the Commission July 1, 2004

Part V

GENERAL EXCHANGE SERVICES

INFORMATION SERVICE ACCESS BLOCKING

A. GENERAL

1. Information Service Access Blocking enables customers with individual line service to request the blocking of access to all 900 and 976 numbers.
2. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

B. CHARGES

1. Applicable access rates contained in the "Local Exchange" Carrier Access Tariff.

C. CONDITIONS

1. A customer shall not be charged for the first activation of information service access blocking. After this service has been established, subsequent unblocking and/or blocking will be subject to all applicable tariffed charges.
2. This service is provided only where central office capabilities permit the offering.

Effective: July 1, 2004

By: General Manager
DakotaComm, LLC
Jefferson, SD 57038

Filed with the Commission July 1, 2004

Part V

GENERAL EXCHANGE SERVICES

BILLED NUMBER SCREENING SERVICE

A. GENERAL

- 1. Billed Number Screening Service prevents the billing of collect calls, third number calls or both to a customer's telephone number.
- 2. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

B. RATES

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
1. Per line equipped.....	n/a	n/a

C. CONDITIONS

- 1. The Company makes no guarantee and assumes no liability for the accuracy of Billed Number Screening Service. The customer agrees fully and completely to indemnify and save harmless the Company from any and every claim, loss, damage, suit or liability out of the furnishing or failure to furnish Billed Number Screening Service.
- 2. This service is available only where facilities permit.

Filed with the Commission July 1, 2004

Part V

GENERAL EXCHANGE SERVICES

CENTREX SERVICE

A. GENERAL

1. Centrex Service is a central office based service which consists of central office interface equipment and software located on the company premises. Customers are provided access to the general telecommunications network via Centrex Network Access. Physical connection to the customer and optional features are provided on a non-regulated basis. This service is offered subject to availability of facilities and applicable generic feature programs.
2. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

B. RATES

1. Applicable rates for Centrex Network Access are contained in Part IV of this tariff.

C. CONDITIONS

1. One primary directory listing is furnished without charge for each Centrex system.
2. Customer request for temporary suspension, either full or partial, of Centrex Service is not permitted.
3. Centrex Service is not available on public pay telephone service, or other shared services.
4. Connections from the customer premises to the central office must be provided by the company.

Effective: July 1, 2004

By: General Manager
DakotaComm, LLC
Jefferson, SD 57038

Filed with the Commission July 1, 2004

Part V

GENERAL EXCHANGE SERVICES

EMERGENCY REPORTING TELEPHONE SERVICE

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

A. GENERAL

1. Enhanced Universal Emergency Number Service, also referred to as Enhanced 911 Service or E911, is a telephone exchange communication service whereby one or more Public Safety Answering Points (PSAP) designated by the customer may receive telephone calls dialed to the telephone number 911. E911 Service includes a line and equipment necessary for the answering, transferring and dispatching of public emergency telephone 911 calls originated by persons within the serving area. E911 Service provides for Selective Routing, Automatic Number Identification, and Automatic Location Identification features.
2. Enhanced 911 Service is offered subject to availability of facilities.
3. The E911 customer may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire or other emergency services within the telephone central office areas arranged for 911 calling.
4. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

B. RATES

The rates and charges for E911 Service will be determined on an individual case basis. Individual features requested by the customer include, but are not limited to, central office modifications, data base preparation, trunking and maintenance.

Filed with the Commission July 1, 2004

Part V

GENERAL EXCHANGE SERVICES

EMERGENCY REPORTING TELEPHONE SERVICE

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E91 1) (Continued)

C. CONDITIONS

1. E911 service is provided solely for the benefit of the customer operating the PSAP. The provision of E911 Service by the Telephone Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating and Telephone Company obligation toward any third person or legal entity other than the customer.
2. The Telephone Company does not undertake to answer and forward E911 calls, but furnishes the use of its facilities to enable the customer's personnel to respond to such calls on the customers' premises.
3. Temporary or vacation suspension of service is not provided for any part of the E911 Service.
4. The E911 calling party forfeits the privacy afforded by non-listed and non-published service to the extent that the telephone number, address, and name associated with the originating station location are furnished to the PSAP. The names, addresses, and telephone numbers of telephone customers whose listings are not published in directories or listed in Directory Assistance Offices is confidential. Information will be provided on a call-by-call basis only for the purpose of responding to emergency calls.
5. The Telephone Company's entire liability to any person for interruption or failures of E911 Service shall be limited to the terms set forth in this section and other sections of this tariff.
6. The rates charged for E911 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects, and malfunctions in the service, nor does the Company undertake such responsibility. The customer shall make such operational tests as, in the judgment of the customer, are required to determine whether the system is functioning properly for its use. The customer shall promptly notify the Telephone Company in the event the system is not functioning properly.
7. The Telephone Company's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof whether caused by the negligence of the Telephone Company or otherwise shall not exceed an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative.

Effective: July 1, 2004

By: General Manager
DakotaComm, LLC
Jefferson, SD 57038

Filed with the Commission July 1, 2004

Part V

GENERAL EXCHANGE SERVICES

EMERGENCY REPORTING TELEPHONE SERVICE

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911) (Continued)

C. CONDITIONS (Continued)

8. Each customer also agrees to release, indemnify and hold harmless the Telephone Company from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made instituted or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others.
9. The customer also agrees to release, indemnify, and hold harmless the Telephone Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of E911 service features and the equipment associated therewith, or by any services furnished by the Telephone Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing E911 service hereunder, and which arise out of the negligence or other wrongful act of the Telephone Company, the customer, its user, agencies, or municipalities, or the employees or agents of any one of them.
10. Because the Telephone Company serving boundaries and political subdivision boundaries may not coincide, it is the obligation of the customer to make arrangements to handle all E911 calls that originate from telephones served by Central Offices in the local service area whether or not the calling telephone is situated on property within the geographical boundaries of the customer's public safety jurisdiction.
11. Application for E911 Service must be executed in writing by each customer. If application for service is made by an agent, the Telephone Company must be provided in writing with satisfactory proof of appointment of the agent by the customer. At least one local law enforcement agency must be included among the participating agencies in any E911 offering.

Effective: July 1, 2004

By: General Manager
DakotaComm, LLC
Jefferson, SD 57038

Filed with the Commission July 1, 2004

Part V

GENERAL EXCHANGE SERVICES

EMERGENCY REPORTING TELEPHONE SERVICE

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911) (Continued)

C. CONDITIONS (Continued)

12. The customer is required to furnish the Telephone Company its agreement to the following terms and conditions.
 - a. That all E911 calls will be answered on a 24-hour day, seven-day week basis.
 - b. That the customer has responsibility for dispatching the appropriate emergency service vehicles within the E911 service area, or will undertake to transfer all E911 calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.
 - c. That the customer will develop an appropriate method for responding to calls for non-participating agencies which may be directed to the E911 PSAP by calling parties.
 - d. That the customer will provide CPE with a capacity adequate to handle the number of incoming E911 lines recommended to be installed by the Telephone Company. It is the customer's responsibility to ensure their CPE is compatible with the service(s) provided by the Telephone Company.

13. When the Selective Routing feature is provided, the customer is responsible for identifying primary and secondary PSAP locations as well as the unique combinations of police, fire, and ambulance or any other appropriate agencies responsible for providing emergency service in the E911 serving area. An Emergency Service Number (ESN) will be provided for each unique combination by the Telephone Company. The customer will associate these ESN's with street address ranges or other mutually agreed upon routing criteria in the E911 serving area. These ESN's will be carried in the Data Management System (DMS) to permit routing of E911 calls to the primary and secondary PSAP's responsible for handling of calls from each telephone in the E911 serving area. The following terms define the customer's responsibility in providing this information:
 - a. Initial and subsequent ESN assignments by street name, address range and area or other mutually agreed upon routing criteria shall be furnished by the customer to the Telephone Company prior to the effective date of service.

Filed with the Commission July 1, 2004

Part V

GENERAL EXCHANGE SERVICES

EMERGENCY REPORTING TELEPHONE SERVICE

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911) (Continued)

C. CONDITIONS (Continued)

13. (Continued)

- b. After establishment of service, it is the customers responsibility to continue to verify the accuracy of the routing information contained in the master address file and to advise the Telephone Company of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance, or other appropriate agencies' jurisdiction over any address, annexations, and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of E911 calls to the proper PSAP.
- c. The Telephone Company will provide to the customer on request a complete written copy of the master address file to permit the customer to verify accuracy of the police, fire, and ambulance PSAP routing designations.
- d. Changes, deletions, and additions which the customer desires to have made in the master address file should be submitted on an "as occurred" basis.
- e. The Telephone Company will furnish a written copy to the customer for verification showing each change, deletion, and addition to the master address file.

Filed with the Commission July 1, 2004

Part VI

SERVICE CHARGES

A. GENERAL

1. Service charges apply to connect, move or change telephone service and facilities according to the components of work required.

B. CHARGES

<u>1. Service Ordering</u>	<u>Charge</u>
Per customer request for work ordered and requested to be completed at the same time	
a. Residence Service	
1) For connecting new or additional Central Office Access Lines.....	8.00
2) For moving or changing existing service and facilities, record work or adding new or additional service and facilities other than Central Office Access Lines.....	\$15.00
3) Non-pay reconnect Charge	\$18.00
4) Change existing phone number	\$15.00
b. Business Service	
1) For connecting new or additional Central Office Access Lines (Key System, PBX Trunk, Pay Telephone, Resale or Shared Service Lines).....	18.00
2) For moving or changing existing service and facilities, record work or adding new or additional service and facilities, other than Central Office Access Lines (see b.1 above).....	\$15.00
3) Non-pay reconnect charge.....	\$18.00
4) Change existing phone number	\$15.00
<u>2. Central Office Access Line Charge</u>	
Per Central Office Access Line or telephone number worked on, including, but not limited to the following:	
a. Residence Service	
1) Central Office Access Lines, each	\$N/A
2) Off-premises mileage and tie lines involving central office work, each.....	\$N/A

Effective: July 1, 2004

By: General Manager
DakotaComm, LLC
Jefferson, SD 57038

Filed with the Commission July 1, 2004

Part VI

SERVICE CHARGES

B. CHARGES (Continued)

Charge

2. Central Office Access Line Charge (Continued)

b. Business Service

- 1) Central Office Access lines,
(see b.1 above) each.....\$30.00
- 2) Off-premises mileage and tie lines
involving central office work, each\$N/A

3. Labor/Travel Charge

One charge applies for all work ordered and requested to be completed at the same time on the same visit, each

a. Residential and Business Service

- 1) Less than 60 min\$25.00
- 2) Per Hour\$35.00/hr
- 3) After hours (1 hour minimum)\$37.50/hr

4. Returned Check Charge

An administrative charge is applicable for each occasion that a check, bank draft, or electronic funds transfer item is returned unpaid to the

Telephone Company, per occurrence\$15.00

C. CONDITIONS

- 1. Service Charges are in addition to the other applicable rates and charges located in other parts of this filed tariff.
- 2. Service Charges apply in addition to, but not in lieu of, mileage rates or those charges covered under Special Type of Construction or Line Extensions of a temporary or speculative nature.
- 3. When Central Office Access Line service is established for a different customer and all of the facilities are reconnected in place without any change, the appropriate service ordering charge applies to the class of service established.

Filed with the Commission July 1, 2004

Part VI

SERVICE CHARGES (Continued)

4. Service Charges apply for:
 - a. Establishing service.
 - b. Reconnections of service for nonpayment when a service order had been issued for due bill.
 - c. Move of service from one premise to another.
 - d. Number change made at the request of the customer.
 - e. Rearrangement or relocation of facilities at customer's request.

5. Service Charges do not apply:
 - a. When any change is made and initiated by the Company.
 - b. For customer name change with no lapse in billing or change in service.
 - c. When central office access line service is reestablished at a secondary location immediately following the rendering of the customer's primary location as unfit for occupancy, due to fire, flood, etc. At the option of the Company, the same telephone number may be used.

Filed with the Commission July 1, 2004

Part VI

SERVICE CHECK CHARGES

A. GENERAL

1. A service check will be performed when a customer requests the telephone company to perform a check of its facilities up to the demarcation point.

B. CONDITIONS

1. No charge will be assessed the customer regardless of whether the telephone company determines any difficulty exists on its side of the demarcation point.
2. When a customer requests that the telephone company locate or repair any difficulty on the customer's side of the demarcation point, a deregulated charge may apply for checking the facilities on both the customers and the telephone company's side of the demarcation point.

Filed with the Commission July 1, 2004

Part VI

SERVICE CHARGES

LOW INCOME CONNECTION ASSISTANCE PROGRAM

A. LINK UP

1. The Low-Income Telephone Connection Assistance Program (Link Up) is a plan which assists qualified low-income applicants with reduced service connection charges. The assistance applies for a single telephone line at the applicant's principal place of residence. A reduction of fifty percent of all service connection charges, or \$30.00, whichever is less, will be provided to qualified applicants.
2. The consumer shall receive the benefit of the Link-up program for a second or subsequent time only for a principal place of residence with an address different from the residence address at which Link-up assistance was provided previously.
3. Eligibility Requirements To be eligible for assistance, an applicant must participate in one of the following:
 - a. Medicaid (e.g. Title XIX/Medical, state supplemental assistance)
 - b. Food Stamps
 - c. Supplemental Security Income (SSI)
 - d. Federal public housing assistance
 - e. Low-Income Home Energy Assistance Program(LHEAP)
4. Application for Assistance
An applicant shall request telephone connection assistance through completion of a form provided by the Company.
5. Charges and Deferred Payments
 - a. All tariffed service connection charges for installing basic residential telephone service, except security deposits, shall be reduced by 50% or \$30.00, whichever is less.
 - b. An applicant may defer payment of the service connection charges or security deposit. Payments may be deferred up to 12 months with a payment schedule of equal payments of up to \$200.00 assessed for commencing service. Interest will not be charged on deferred payments.

Filed with the Commission July 1, 2004

Part VI

SERVICE CHARGES

B. LIFELINE ASSISTANCE

1. The Lifeline Assistance Program is a plan that assists qualified low-income applicants with reductions in their monthly local exchange service rate. The assistance applies for a single telephone line at the applicant's principal place of residence. Qualified applicants shall have their monthly local exchange service rate reduced by the federal support of \$1.75, in addition to the current baseline federal support used either to waive the Lifeline customer's federal end-user common line charges, or to reduce the Lifeline customer's residential rate.
2. Eligibility requirements to be eligible for assistance, an applicant must participate in one of the following:
 - a. Medicaid (e.g. Title XIX/Medical, state supplemental assistance)
 - b. Food Stamps
 - c. Supplemental Security Income (SSI)
 - d. Federal public housing assistance
 - e. Low-income Home Energy Assistance Program (LHEAP)

The Lifeline customer is responsible for notifying the Company if the customer ceases to participate in any of the public assistance programs listed above.

3. Application for Assistance
An applicant shall request telephone assistance through completion of a form provided by the Company.
4. Rates
 - a. The Lifeline customer will receive a monthly credit toward their local exchange service rate. The total monthly credit consists of the \$1.75 federal support and the current baseline federal support to waive the Lifeline customer's federal end-user common line charges or to reduce the Lifeline customer's residential rate.

Toll blocking shall be included with this service offering without charge. No service deposit would be required if applicant voluntarily elects toll blocking with the initiation of Lifeline Service.

RECEIVED

JUL 13 2004

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

July 7, 2004

Delaine Kolbo
Legal Secretary
South Dakota PUC
Pierre, SD 57501-5070

Dear Ms. Kolbo,

Enclosed please find a check in the amount of \$250.00 for the IXC fee for DakotaComm, LLC Application for Certificate of Authority. If you have questions regarding our application or our tariff that was recently filed please contact me.

Sincerely,

A handwritten signature in black ink, consisting of a stylized 'K' followed by a stylized 'M'.

Kristy McDermott
Director of Regulatory Affairs

REFERENCE NO.	INVOICE NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN	NET CHECK AMOUNT
006230	062904	06/29/2004	250.00	250.00	0.00	250.00

TC04-103

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER-THE BACK CONTAINS AN ARTIFICIAL WATERMARK-HOLD AT AN ANGLE TO VIEW

Jefferson Telephone Company, Inc.
 d/b/a Long Lines
 P.O. Box 26
 Jefferson, SD 57038

Valley Bank
 Jefferson, SD 57038

78-897

017705

DATE	CHECK NO.	AMOUNT
07/09/2004	017705	\$*****250.00

PAY Two Hundred Fifty and 00/100

TO THE
 ORDER OF SD PUBLIC UTILITIES COMMISSION
 STATE CAPITOL BUILDING
 500 EAST CAPITOL AVENUE
 PIERRE, SD 57501-5070

Thomas P. Gimsley

BORDER CONTAINS MICROPRINTING

⑈017705⑈ ⑆091408970⑆ 7100248⑈

TC04-103

RECEIVED

JUL 13 2004

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

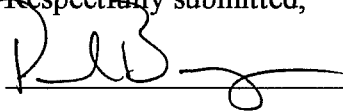
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

In the Matter of)	
The Application of DakotaComm, LLC)	
For a Certificate of Authority)	TC04 _____
To Provide Local Exchange Service)	
And Exchange Access Service)	

SUPPLEMENT TO APPLICATION

DakotaComm, LLC hereby files this supplement to application for telecommunication services including local exchange services, intraLATA services, and as applicable, interLATA services, authority in South Dakota pursuant to S.D.C.L. Section 49-31-3 and ARSD 20:10:24:02 and 20:10:32:03(11). DakotaComm requests a waiver under 20:10:32:03(11) for financial reports since it is a start up company. DakotaComm, LLC has obtained a surety bond to replace the production of financial reports and requests that the Commission accept this as a supplement to the original application.

WHEREFORE, DakotaComm now requests the Commission to issue an Order granting DakotaComm a certificate of authority to provide local exchange services, intraLATA access services, and as applicable, interLATA services, in the State of South Dakota.

Respectfully submitted,


 Paul Bergmann, President
 DakotaComm, LLC

RECEIVED

JUL 13 2004

INDEMNITY BOND

To the
PEOPLE OF THE STATE OF SOUTH DAKOTA

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Bond. No. 929325189

We, **Dakota Comm LLC**, 504 4th Street, P O Box 67, Sergeant Bluff IA 51054 the principal and applicant for a CERTIFICATE OF AUTHORITY, **Long Distance telecommunications services** within the State of South Dakota, and **Western Surety Company, Sioux Falls SD** as an admitted surety insurer, bind ourselves unto the Public Utilities Commission of the State of South Dakota and the consumers of South Dakota as Obligee, in the sum of \$25,000.00.

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

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

Dated this 6th day of July, 20 04
To be effective this 6th day of July, 20 04

*Original bond is
in Delaine's
bottom desk drawer.*

Dakota Comm LLC
Sergeant Bluff IA
By [Signature]
(Title) **Paul Bergmann** President

Countersigned this 6th day of July, 20 04
Countersigned for South Dakota
By [Signature]
Resident Agent

Western Surety Company
Sioux Falls SD
By [Signature]
Patricia A. Meger
Attorney-In-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Ronald L Youngdahl, Patricia A Meger, Irene Bukacek, Renee Genre, David J Howard, John B Van Dyke, Carl A Bennetsen, Donna D Eberhardy, Jeffrey A Bowers, Individually

of Minneapolis, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2002.



WESTERN SURETY COMPANY

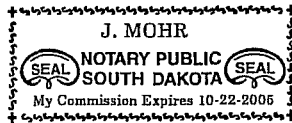
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 20th day of June, 2002, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

October 22, 2005



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of July, 2004.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

NOTICE

In Accordance with the Terrorism Risk Insurance Act of 2002, we are providing this Disclosure notice for bonds and certain insurance policies on which one or more of the Writing Companies identified below is the surety or insurer.

To principals on bonds and insureds on certain insurance policies written by any one or more of the following companies (collectively the "Writing Companies") as surety Or insurer: Western Surety Company, Universal Surety of America, Surety Bonding Company of America, Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA, The Firemen's Insurance Company of Newark, NJ, and The Continental Insurance Company.

DISCLOSURE OF PREMIUM

The premium attributable to coverage for terrorist acts certified under the Act was Zero Dollars (\$0.00).

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States will pay ninety percent (90%) of covered terrorism losses exceeding The applicable surety/insurer deductible.

ACKNOWLEDGEMENT OF PRINCIPAL (INDIVIDUAL OR PARTNERSHIP)

STATE OF Iowa) ss.:
COUNTY OF Woodbury)

On this 12th day of July, in the year 2004, before me personally appeared Paul Bergmann, to me known to be the person(s) described in and who executed the foregoing bond and acknowledge(s) to me that Paul Bergmann Executed the same.



Glenda Moriarty
Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL (CORPORATION)

STATE OF _____) ss.:
COUNTY OF _____)

On this _____ day of _____, in the year 20____, before me personally appeared _____, to me know, who, being by me duly sworn, did say that he is the _____ of the _____ a corporation, that the seal affixed to the foregoing bond is the corporate seal of the corporation, and that said bond was executed in behalf of the corporation by authority of its Board of Directors.

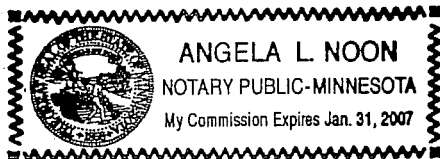
Notary Public

**ACKNOWLEDGEMENT OF CORPORATE SURETY
(Power of Attorney must be attached)**

STATE OF MINNESOTA) ss.:
COUNTY OF DAKOTA)

On this 6th of July in the year 2004, before me appeared Patricia A. Meger, to me personally know, who being by me duty sworn, did say that he is the aforesaid officer or Attorney-in-Fact of the Western Surety Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

Angela L. Noon
Notary Public



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

IN THE MATTER OF THE APPLICATION OF)	ORDER GRANTING
DAKOTACOMM, LLC FOR A CERTIFICATE OF)	CERTIFICATE OF
AUTHORITY TO PROVIDE INTEREXCHANGE)	AUTHORITY
TELECOMMUNICATIONS SERVICES AND)	
LOCAL EXCHANGE SERVICES IN SOUTH)	TC04-103
DAKOTA)	

On June 16, 2004, the Public Utilities Commission (Commission) received an Application for a Certificate of Authority from DakotaComm, LLC (DakotaComm) for approval to provide interexchange telecommunications services in South Dakota and local exchange services in the exchange area of Vermillion, South Dakota.

DakotaComm proposes to offer local exchange services in the exchange area of Vermillion, South Dakota, intraLATA services and interLATA services through a combination of reseller and facilities-based provisioning.

On June 17, 2004, the Commission electronically transmitted notice of the filing and the intervention deadline of July 2, 2004, to interested individuals and entities. No petitions to intervene or comments were filed and at its regularly scheduled August 17, 2004, meeting, the Commission considered DakotaComm's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to a continuous \$25,000 surety bond. Commission Staff further recommended a waiver of ARSD 20:10:24:02(12) and ARSD 20:10:32:03(11).

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3 and 49-31-69 and ARSD 20:10:24:02, 20:10:24:03 and 20:10:32:03. The Commission finds that DakotaComm has met the legal requirements established for the granting of a certificate of authority. DakotaComm has, in accordance with SDCL 49-31-3 and 49-31-71, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota. Further, the Commission finds that there is good cause to waive subparagraph (12) of ARSD 20:10:24:02 and subparagraph (11) of ARSD 20:10:32:03. The Commission approves DakotaComm's application for a certificate of authority, subject to a continuous \$25,000 surety bond. As the Commission's final decision in this matter, it is therefore

ORDERED, that DakotaComm's application for a certificate of authority to provide interexchange telecommunications services in South Dakota and local exchange services in the exchange area of Vermillion, South Dakota, is hereby granted, subject to a continuous \$25,000 surety bond. It is

FURTHER ORDERED, that the Commission waives ARSD 20:10:24:02(12) and ARSD 20:10:32:03(11). It is

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

Dated at Pierre, South Dakota, this 26th day of August, 2004.

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 facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.	
By:	<u>Relaine Kolbo</u>
Date:	<u>8/27/04</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:

Robert K. Sahr
ROBERT K. SAHR, Chairman

Gary Hanson
GARY HANSON, Commissioner

James A. Burg
JAMES A. BURG, Commissioner

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

CERTIFICATE OF AUTHORITY

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

Authority was Granted as of the date of the
Order Granting Certificate of Authority
Docket No. TC04-103

This is to certify that

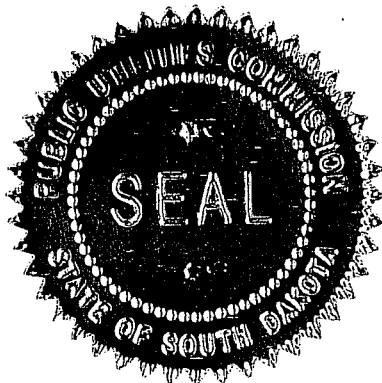
DAKOTACOMM, LLC

is authorized to provide interexchange telecommunications services in South
Dakota, including local exchange services in the exchange area of
Vermillion, South Dakota.

This certificate is issued in accordance with SDCL 49-31-3 and 49-31-69
and ARSD 20:10:24:02 and 20:10:32:03, and is subject to all of the conditions
and limitations contained in the rules and statutes governing its conduct of
offering telecommunications services.

Dated at Pierre, South Dakota, this 26th day of August, 2004.

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**



Robert K. Sahr

ROBERT K. SAHR, Chairman

Gary Hanson

GARY HANSON, Commissioner

James A. Burg

JAMES A. BURG, Commissioner