



**ROBERTS COUNTY  
TELEPHONE  
COOPERATIVE  
ASSOCIATION**

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(888) 668-0877  
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E-mail:  
customer@rctca.net  
Website: www.tnics.com

**RC  
COMMUNICATIONS,  
INC.**

205 Main Street  
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New Effington, SD 57255-  
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**RC TECHNOLOGIES**

205 Main Street  
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0033  
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Fax: (605) 637-5302  
E-mail: tnics@tnics.com  
Website: www.tnics.com

July 7, 2005

**RECEIVED**

JUL 08 2005

Pamela A. Bonrud  
Executive Director  
South Dakota Public Utilities Commission  
500 East Capitol Avenue  
Pierre, SD 575001

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

RE: RC Communications, Inc. FINAL Section 2, Tariff, GENERAL REGULATIONS

Dear Ms. Bonrud:

It has been brought to my attention that you may not have received our final version, of RC Communications' Local Tariff, GENERAL REGULATIONS effective June 30, 2004. This should have been a response from us to your letter, dated July 1, 2004, concerning the Certificate of Authority Docket TC04-079.

If you have not received it in the past, please accept my sincere apology for this oversight. I have included a copy for you of the Section 2, GENERAL REGULATIONS of the RC Communications Local Tariff. I've also attached a copy of the pages the Commission staff recommended be changed in our Tariff for your easy reference.

Again, please accept my heartfelt apology. If you have any further concerns or questions, please do not hesitate to call me at 605-637-5211.

Yours truly,

*Pamela Harrington*  
Pamela Harrington  
General Manager

cc: Judy Christiansen  
TELEC Consulting Resources

Enclosures

GENERAL REGULATIONS

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1. GENERAL

- A. The regulations set forth herein apply to intrastate services and facilities furnished within the State of South Dakota by RC COMMUNICATIONS, INC., hereinafter referred to as the Company, subject to the jurisdiction of the South Dakota Public Utilities Commission; and in North Dakota, subject to the jurisdiction of the Public Service Commission. This tariff applies to both the incumbent and competitive Local Exchange Carrier operations of the Company.
- B. When services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply to that portion of the service or facilities furnished by the Company.
- C. This tariff applies to the ILEC and CLEC activities of the Company.

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2. UNDERTAKING OF THE COMPANY

The Company undertakes to provide the services offered in this Tariff on the terms and conditions and at the rates and charges specified. This undertaking is dependent upon the availability of facilities. The facilities used to provide a particular service shall be chosen by the Company and are not represented to be suitable for any one service. The Company does not undertake to transmit messages.

3. LIABILITY OF THE COMPANY

- A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service and not caused by negligence of the customer, shall be determined by the Commission or a court of competent jurisdiction in accordance with SDCL 49-13-1 and 49-13-1-1, PROCEDURE ON COMPLAINTS TO PUBLIC UTILITIES COMMISSION.
- B. The customer indemnifies and saves the Company harmless (including costs and reasonable attorneys' fees) against the following:

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GENERAL REGULATIONS

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11. PAYMENT FOR SERVICE (Continued)

E. Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to:

Roberts County Telephone Cooperative Association  
P. O. Box 197  
New Effington, SD 57255-0197  
(605) 637-5211

Any objection to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where over-billing of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount over-billed.

If the Telephone Company fails to resolve a complaint to the satisfaction of the complainant, the Telephone Company shall inform the complainant of the availability of the South Dakota Public Utilities Commission (SDPUC) to review the Company's investigation and shall provide the complainant with the address and telephone number of the SDPUC:

SD Public Utilities Commission  
500 East Capitol Avenue  
Pierre, SD 57501-5070  
Phone: 605-773-3201  
Fax: 605-773-3809  
TTY through Relay Service South Dakota: 800-877-1113.

12. FAILURE TO PAY FOR SERVICE

A. Regular Monthly Bills

- 1) A customer is considered to be delinquent in the payment of a regular monthly bill when the sum due is not received on or before the tenth calendar day following the day the bill is either mailed or delivered by other means.
- 2) When a customer is delinquent in the payment of a regular monthly bill, the Company may disconnect the service not sooner than five days after mailing or delivery of written notice of intention to disconnect.

B. Special Bills

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GENERAL REGULATIONS

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3. LIABILITY OF THE COMPANY (Continued)

D. (Continued)

The Telephone Company shall not be responsible to the customer or otherwise if changes in the criteria, or in any of the facilities, operations or procedures of the Telephone Company render any customer provided facilities obsolete or require modification or alteration of such facilities or otherwise affect its use or performance. Where it is reasonably foreseeable to the Telephone Company that such changes may affect customer provided facilities, the Telephone Company shall provide reasonable notice.

E. Emergency Services:

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 to 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 persons accessing 911 service hereunder, and which arises out of the negligence or other wrongful act of the customer, its user, agencies or municipalities, or the employees or agents of any one of them.

In accordance with SDCL 34-45-17, except for willful or wanton negligence or intentional acts, the Telephone Company, its suppliers and agents are immune from liability for failure in the use or operation of the 911 system.

F. Public Safety and Subscriber Protection:

The Company recommends that the subscribers should be aware of the following possible hazards that exist while using the telephone: