

T005-117

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August 22, 2005

**VIA OVERNIGHT DELIVERY**

Ms. Pam Bonrud, Executive Director  
South Dakota Public Utilities Commission  
Capitol Building, 1st floor  
500 East Capitol Avenue  
Pierre, SD 57501-5070

RECEIVED  
AUG 23 2005  
SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

Re: Navigator Telecommunications, LLC. Application for Local Exchange  
Telecommunications Authority

Dear Ms. Bonrud

Enclosed please find an original and ten copies of an amendment to the above-captioned Application for filing with the South Dakota Public Utilities Commission ("Commission"). Also enclosed is a revised tariff to submit with the Application.

Also enclosed is a duplicate copy of this filing, along with a self-addressed, postage-paid envelope. Please date-stamp the duplicate upon receipt and return it in the envelope provided. Thank you for your assistance in this matter.

Respectfully submitted,

 (TK)

Karly E. Baraga

Enclosures

Cc: Bob Knadle, South Dakota Public Utilities Commission

**Before the  
STATE OF SOUTH DAKOTA  
PUBLIC UTILITY COMMISSION**

<b>Application of</b>	)	
	)	
<b>Navigator Telecommunications, LLC.</b>	)	
	)	<b>Docket No. _____</b>
<b>for Authority to Provide</b>	)	
<b>Resold Interexchange Telecommunications</b>	)	
<b>Services in the State of South Dakota</b>	)	

**AMENDMENT TO THE APPLICATION OF  
NAVIGATOR TELECOMMUNICATIONS, LLC.**

Navigator Telecommunications, LLC. ("Applicant", "Company" or "Navigator"), by its representatives and pursuant to SDCL section 49-31-3, S.D. Admin. R. 20:10:24:02, and to all other relevant Rules and Regulations of the South Dakota Public Utility Commission ("Commission"), respectfully requests that the Commission grant it a Certificate of Public Convenience and Necessity to provide resold interexchange telecommunications services in the State of South Dakota. In support thereof, Applicant provides the following Amendment to its above-captioned Application:

- 1. The name, address, and telephone number and address of Navigator Telecommunications, LLC.'s current registered agent in South Dakota.**

Applicant's registered agent in South Dakota is: CT Corporation System, 319 South Coteau Street, Pierre, SD 57501, tel: (605) 224-5826.

2. **Provide an income statement and cash flow statement for the period ending December 31, 2004, and a copy of Navigator's latest annual report and report to stockholders, if applicable:**

Applicant has submitted the income statement and cash flow statement for the period ending December 31, 2004 as *Attachment A*. As with the financial information previously submitted, Navigator respectfully requests that this financial statement be filed under seal, solely for the Commission's in camera review, as per S.D. Admin. R. 20:10:01:39-20:10:10:44. The Applicant contends that its financial information submitted herein is confidential and proprietary. Further, the Applicant is a limited liability company, and as such, does not produce or have annual reports.

3. **Provide an E-mail address and toll free number for Brian Russell:**

Brian Russell's email address is [Brian.russell@navtel.com](mailto:Brian.russell@navtel.com). Navigator's toll-free Customer Care number is 888-662-8835.

4. **Provide the name, address, telephone number, fax number, E-mail address and toll free number for Navigator's representative for regulatory matters:**

Navigator's representative for regulatory matters is: Mark Herring, Navigator Telecommunications, LLC., 8525 Riverwood Park Drive, North Little Rock, AR, 72113, tel: (501) 954-4053. Mark can be reached via email at [mark.herring@navtel.com](mailto:mark.herring@navtel.com). Navigator's toll-free number is 888-662-8835.

5. **Provide a description of how Navigator handles customer billings and customer service matters:**

Navigator handles its own customer billing. Navigator handles all customer concerns or complaints related to service, billing or customer repair through its Customer Care at its toll free number at 1-888-662-8835.

6. **Provide a statement as to whether or not Navigator is in good standing with the appropriate regulatory agency in the states where it is registered or certified and a detailed explanation of why Navigator is not in good standing in a given state, if applicable:**

Navigator is in good standing with the appropriate regulatory agency in the states where it is registered or certified.

7. **Provide the number and nature of complaints, if any, filed against Navigator with any state or federal regulatory commission regarding the act of charging customers for services hat have not been ordered:**

In the past seven years of operations, Navigator has received a limited number of complaints from customers asserting that they had been “slammed”. In the majority of these cases, the allegations were without basis, and a written explanation of the circumstances to the appropriate state PSC has been sufficient to resolve the complaint. In the unusual instance where a customer’s service was changed without their authorization, it has always been due to an inadvertent keying error or other ordering error or anomaly, and has been immediately corrected. Navigator has never been sanctioned, fined or otherwise investigated for improper switching of customers. Below is a summary of slamming complaints against Applicant in the last twelve months and a brief description of the resolution of each complaint.

1. Arkansas Public Service Commission. One slamming allegation resolved by response to Commission that customer had not been slammed.

2. Missouri Public Service Commission. One PIC change issue resolved by Navigator receiving notice of customer’s desire for PIC change and implementation of same.

3. Texas Public Utility Commission. One slamming allegation resolved by explanation to Commission that customer had not been slammed.

8. **Navigator’s valid sales tax license.**

Navigator has applied for a sales tax license information from the State of South Dakota and will receive it within 2-3- weeks, at which time it will file with the Commission in this docket. Please see *Attachment B*, that shows proof of application.

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AUG 23 2005

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

# **ATTACHMENT A**

**Financials Filed Under Confidential  
Seal**

CONFIDENTIAL

# 1

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# **ATTACHMENT B**

## **Proof of Application**

Online Business Tax Application - Confirmation - Microsoft Internet Explorer provided by Navigator Tele...


File Edit View Favorites Tools Help

Back Forward Stop Home Favorites Search

Address  https://apps.sd.gov/applications/rv81obta/ConfirmationPage.asp

Y! Search Web Mail My Yahoo! Games Personals


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**Department of Revenue**  
**Sales and Cont**


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The applicant(s), under penalty of law, declare(s) that the information set forth on this form is true and complete.

Your application has been submitted.  
Your confirmation number is 200508228732.

<u>Options</u>	<u>Other Options</u>
<p>An agent will contact you to verify the information. Please allow 2-3 weeks to receive your license card.</p> <p><a href="#">Click here</a> if you have other locations that need to be licensed at this time</p> <p><input type="button" value="Main"/> <input type="button" value="Print"/> <input type="button" value="Exit"/></p>	<p><a href="#">Click here</a> if you want to fill out the application</p> <p><a href="#">Click here</a> if you want to print the application</p> <p>It is required that you have version 5.0.5 or greater of Adobe Acrobat to view these forms. If you do not have this software, you will need to purchase it. It is available for purchase at <a href="#">http://www.adobe.com</a>.</p> 

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start  2 Microsoft ... 3 Internet E... Micro...

**From:** Michael McAlister  
**Sent:** Monday, August 22, 2005 9:21 AM  
**To:** Mark Herring; Michael McAlister; James Youngblood  
**Subject:** RE: South Dakota Tariff

Mark --



# **ATTACHMENT C**

## **Revised Tariff**

**TITLE PAGE**

THIS TARIFF, FILED WITH THE  
SOUTH DAKOTA PUBLIC UTILITY COMMISSION,  
CONTAINS THE RATES, TERMS, AND CONDITIONS  
APPLICABLE TO THE RESALE OF  
INTRASTATE INTEREXCHANGE  
TELECOMMUNICATIONS SERVICES  
WITHIN THE STATE OF SOUTH DAKOTA.

This tariff is subject to, governed by,  
and interpreted pursuant to the laws of the  
State of South Dakota.

NAVIGATOR TELECOMMUNICATIONS, LLC.  
8525 RIVERWOOD PARK DRIVE  
P.O. BOX 13860  
NORTH LITTLE ROCK, AR 72113-0860

(501) 954 - 4000 TELEPHONE  
(501) 954 - 4002 FACSIMILE

The Company's telephone numbers are:    1-888-662-8835 Customer Service  
    1-888-562-8835 Repair  
    1-877-628-0035 Business  
    1-800-238-9716 Coin

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

By: Louis F. McAlister, President  
8525 Riverwood Park Drive, P.O. Box 13860  
North Little Rock, AR 72113-0860

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**CHECK SHEET**

The Title Page and pages listed below of this tariff are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

PAGE

REVISION

PAGE

REVISION

**ALL PAGES ARE ORIGINAL**

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## TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially by section. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the South Dakota Public Utility Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.1
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I
  - 2.1.1.A.1.(a).I.(i)
  - 2.1.1.A.1.(a).I.(i).1
- D. Check Sheets** - When a tariff filing is made with the South Dakota Public Utility Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made (i.e., the format, etc. remain the same, just revised revision levels on some pages. The tariff user should refer to the latest Check Sheet to determine if a particular sheet within the tariff is the most current on file with the South Dakota Public Utility Commission.

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## SYMBOLS

The following symbols are used for the purposes indicated below:

- C** - To signify changed regulation
- D** - Delete or discontinue.
- I** - Change resulting in an increase to a rate.
- M** - Moved from another tariff location.
- N** - New.
- R** - Change Resulting in a reduction to a rate.
- S** - Matter appearing elsewhere or repeated for clarification.
- T** - Change in text, but no change to rate or charge.
- V** - Signifies vintage tariff.
- Z** - Correction.

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## TECHNICAL TERMS AND ABBREVIATIONS

**Access Line** - An arrangement which connects the Customer's telephone to a Navigator Telecommunications, LLC.'s designated switching center or point of presence.

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Travel Service network to identify the caller and validate the caller's authorization to use the services provided.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service under the term and conditions of this tariff. The Customer remains responsible for payment of services.

**Commission** - South Dakota Public Utility Commission.

**Company or Carrier** - Whenever used in this tariff, "Carrier" or "Company", or "Navigator" refers to Navigator Telecommunications, LLC. unless otherwise specified or clearly indicated by the context.

**Customer** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**Equal Access** - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the company.

**Initial And Additional Period** - The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging for time in excess of the Initial Period.

**Navigator** - Used throughout this tariff to refer to Navigator Telecommunications, LLC.

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**TECHNICAL TERMS AND ABBREVIATIONS, CONT.**

**Premises** - The physical space designated by the Customer for the termination of the Company's service.

**Serving Wire Center** - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

**Subscriber** - See Customer.

**Switched Access Origination/Termination** - Where access between the customer and the interexchange carrier is provided on local Exchange Company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

**Travel Card Call** - A service whereby the Customer or Authorized User dials all of the digits necessary to route and bill a call placed from a location other than his/her residence or normal place of business. Service is accessed via a "1-800", or other access code dialing sequence.

**United States** - The forty-eight states contained within the mainland United States, the District of Columbia, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.

**V & H Coordinates** - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purposed of rating calls.

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## SECTION 1 - RULES AND REGULATIONS

### 1.1 Undertaking of the Company

Navigator's services and facilities are furnished for communications originating at specified points within the State of South Dakota under terms of this tariff.

Navigator arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. Navigator may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the customer, to allow connection of a Customer's location to the network.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

### 1.2 Use

Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

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**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.3 Limitations**

- 1.3.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 1.3.2 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 1.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.
- 1.3.4 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by Navigator in its reasonable judgement.

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**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.4 Assignment or Transfer**

All service provided under this tariff is directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all condition of service.

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**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.5 Liability of the Company**

- 1.5.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring, or changing the service or facilities or equipment shall be determined in accordance with SDCL 49-13-1 and 49-13-1.1.
- 1.5.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 1.5.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 1.5.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.
- 1.5.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents, or Authorized Users, or by facilities or equipment provided by the Customer.

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**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.5 Liability of the Company, cont.**

1.5.6 The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment;
- B. Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or System of the customer; and
- C. All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company.

**1.6 Minimum Period**

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.7 Billing and Payment for Service**

**1.7.1 Responsibility for Charges**

Charges for installations, service connections, moves, rearrangements, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company.

**1.7.2 Payment for Service**

All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. All bills for Company service are due and payable upon receipt. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.7 Billing and Payment for Service, cont.**

**1.7.3 Delinquent Bills**

Navigator allows residential Customers at least 25 days to pay bill charges.

**1.7.4 Late Payment Fees**

The Company reserves the right to assess a late payment fee of 1.5% on any past due balance.

**1.7.5 Returned Check Charge**

The Company reserves the right to assess a return check charge of \$30 + sales tax whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.

**1.7.6 Telephone Inquiries**

Telephone inquiries may be directed to Navigator Telecommunications, LLC. at 1-888-662-8835. Written inquiries may be directed to:

Navigator Telecommunications, LLC.  
8525 Riverwood Park Drive  
P.O. Box 13860  
North Little Rock, Arkansas 72113-0860

**1.7.7 Disputes**

If a Customer is not satisfied with the Company's response to an inquiry or request for credit, he or she may appeal to the South Dakota Public Utility Commission for final resolution. The Commission may be contacted at:

South Dakota Public Utility Commission  
Capitol Building, 1<sup>st</sup> Floor, 500 East Capitol Avenue  
Pierre, SD 57501-5070

By Telephone: 800-332-1782  
By Fax: 605-773-3809

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**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.8 Deposits**

1.8.1 The Company will not collect deposits from customers.

**1.9 Advance Payments**

1.9.1. The Company will not collect advanced payments from customers.

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**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.10 Taxes and Fees**

The Company reserves the right to bill any and all applicable taxes and fees in addition to normal rates and charges for services provided to the customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Such taxes and fees are in addition to rates as quoted in this tariff and will be itemized separately on customer invoices.

**1.11 Terminal Equipment**

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Navigator's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

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**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.12 Interconnection**

1.12.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

1.12.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and condition of this tariff and the other common carrier's tariffs.

**1.13 Inspection, Testing, and Adjustment**

The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied within the installation, operation or maintenance of the customers or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

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**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.14 Credit Allowances for Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's inspection or testing, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff.

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

For purposes of credit computation every month shall be considered to have 30 days. The Customer shall be credited for an interruption of one day (24 hours) or more at the rate of 1/30th of the monthly charge for the services affected for each day that the interruption continues.

Credit Formula:

$$\text{Credit} = A/30 \times B$$

A = outage time in days

B = total monthly charge for affected service.

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**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.15 Notice of Discontinuance of Service**

1.15.1 The Company shall give the Customer five (5) days written notice before initially discontinuing service, unless the discontinuance is upon Customer request or involves a dangerous condition, violation of Company rules or unauthorized interference with or use of services (Sections 1.17.1, 1.17.3, 1.17.7, and 1.17.8 herein), in which case the Company may discontinue service immediately.

1.15.2 Notice shall be sent to the account name and address. Service of notice by mail is complete upon mailing. The Company shall maintain an accurate record of the date of mailing.

**1.16 Cancellation by the Customer**

The Customer may have service discontinued upon reasonable notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later.

**1.17 Refusal or Discontinuance by the Company**

The Company may discontinue or refuse service for any of the following reasons, provided that proper notice of discontinuance of service has been given, as provided in Section 1.15 above:

1.17.1 When the subscriber requests it.

1.17.2 When a telephone bill becomes delinquent, after proper notice has been given by the Company. Navigator Telecommunications, LLC. allows Customers at least 25 days to pay bill charges.

1.17.3 When a dangerous condition exists on the Customer's premises.

1.17.4 When the Customer fails to provide credit information.

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**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.17 Refusal or Discontinuance by the Company, cont.**

- 1.17.5 When the Customer misrepresents his or her identity for the purpose of obtaining telephone service.
- 1.17.6 When the Customer refuses to grant the Company personnel access, during normal working hours, to telephone equipment installed upon the premises of the Customer for the purpose of inspection, maintenance, or replacement.
- 1.17.7 When the Customer violates any rule of the Company, which violation adversely affects the safety of the Customer or other persons, or the integrity of the telephone system.
- 1.17.8 When the Customer causes or permits unauthorized interference with or use of telephone service situated on or about the Customer's premises.

**1.18 Discontinuance in Special Circumstances**

1.18.1 If a subscriber notifies the telephone company and establishes that:

- A. Discontinuance would be especially dangerous to the health of the Customer, resident member of the Customer's family or other permanent resident of the premises where service is rendered, and
- B. Such Customer is unable to pay for such service in accordance with the requirements of the Company's billing or is able to pay for such service only in installments,

The Company shall either allow payment in reasonable installments or postpone discontinuance of service for at least twenty-one (21) days so that the Customer can make arrangements for reasonable installment payments.

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**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.19 Restoration of Service**

- 1.19.1 Upon the Customer's request, a telephone company shall restore service promptly when (a) the cause of discontinuance of service has been eliminated, or (b) applicable restoration charges have been paid, or (c) satisfactory credit arrangements have been made.
- 1.19.2 At all times, every responsible effort will be made to restore service on the restoration day requested.
- 1.19.3 The Company may charge a reasonable fee for the restoration of service. If a notice of discontinuance is given pursuant to Section 1.15 above, the Company may require a charge for such notice as provided in the Company's rules, regulations or tariffs.

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**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.20 Customer Responsibility**

**1.20.1 General**

All customers assume general responsibilities in connection with the provisions and use of Company's services. When facilities, equipment, and/or communication systems provided by others are connected to Company's facilities, the customer assumes additional responsibilities:

- A. The customer is responsible for placing orders for service, paying all charges for service rendered by the Company and complying with all of the Company's regulations governing the service. The customer is also responsible for assuring that its users comply with the regulations.
- B. At the time of placing an order for service, the customer must provide:
  - 1. The name(s) and address(es) for the person(s) responsible for the payment of service charges.
  - 2. The name(s), telephone number(s), and address(es) of the contact person(s).
- C. The customer must pay Company for the replacement or repair of Company's equipment when the damage results from:
  - 1. Negligence or willful act of the customer or user,
  - 2. Improper use of service,
  - 3. Any use of equipment or service provided by others.
- D. After receipt of payment for the damages, Company will cooperate with the customer in prosecuting a claim against any third party causing damage.

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## SECTION 2 - SERVICE DESCRIPTIONS AND RATES

### 2.1 General

Navigator offers direct dialed (1+) service, inbound toll-free number service and travel card services for communications originating and terminating within the State of South Dakota under terms of this tariff.

Direct dial service is offered from originating locations within the State of South Dakota. Calls may be placed to locations within South Dakota.

In-bound toll-free service is available to Customers served from locations within the State of South Dakota.

When a Customer elects to use the Company's Travel Service, calls may be initiated from any location within the State of South Dakota from which the caller can dial the appropriate access code(s) and may be placed to any location within the State of South Dakota.

Customers are billed based on their use of Navigator's network and services. Charges may vary by service offering, class of call, time of day, day of week, and/or call duration.

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**SECTION 2 - SERVICE DESCRIPTIONS AND RATES, CONT.**

**2.2 Timing of Calls**

Billing for calls placed over the Company network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 2.2.1 Call timing begins when the called party answers the call (i.e., when two-way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 2.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- 2.2.3 For billing purposes, minimum call duration periods vary by service and are specified by product or option in subsequent sections of this tariff.
- 2.2.4 For billing purposes, usage after the initial period varies by service and is specified by product or option subsequent sections of this tariff.
- 2.2.5 The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, Navigator will reasonably issue credit for the call.

**2.3 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The company uses the rate centers and associated vertical and horizontal coordinates that are generally accepted within the telecommunications industry.

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

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## SECTION 2 - SERVICE DESCRIPTIONS AND RATES, CONT.

### 2.4 Rate Periods

2.4.1 The following rate periods apply:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
8:00 AM TO 5:00 PM*	Daytime Rate Period					Evening	
5:00 PM TO 11:00 PM*	Evening Rate Period						
11:00 PM TO 8:00 AM*	Night/Weekend Rate Period						

\* Up to but not including.

### 2.4.2 Holiday Rates

For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

Calls are billed based on the rate in effect at the time the call begins. Calls that cross rate period boundaries are billed the rate in effect at the beginning of the call for the duration of the entire call.

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**SECTION 2 - SERVICE DESCRIPTIONS AND RATES, CONT.**

**2.5 Outbound Long Distance Service**

Navigator's Outbound Long Distance Service is a "1+" direct dial service available for Customer use 24 hours a day, seven days a week. Service is accessed through standard switched access lines. The Customer is responsible for obtaining suitable access from the Customer's local exchange carrier. All costs incurred in the installation and use of local access lines is the responsibility of the customer.

A number of service plans are available to the Customer. Rates, billing increments, volume discounts and qualifications, if applicable, vary by plan and are provided in the following sections.

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**SECTION 2 - SERVICE DESCRIPTIONS AND RATES, CONT.**

**2.5 Outbound Long Distance Service, cont.**

**2.5.1 Direct Dial Service**

Navigator's outbound long distance service is a flat rate offering with no monthly charge. For billing purposes, call timing is billed in six-second increments after a minimum initial period of eighteen seconds. No volume, time of day and holiday discounts apply.

Monthly Recurring Charges: Not Applicable

Usage Charges:

Per Minute Rates		
Day	Evening	Night/Weekend
\$.089	\$.089	\$.089

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**SECTION 2 - SERVICE DESCRIPTIONS AND RATES, CONT.**

**2.6 Inbound Toll-Free Number Service**

Navigator's Inbound Toll-Free Number Service is an 8XX number service available for Customer use twenty-four (24) hours a day, seven (7) days a week.

Service is terminated through switched access lines. Calls may originate from any valid exchange and terminate to the Customer's location at no charge to the calling party.

For billing purposes, call timing is billed in six-second increments after a minimum initial period of eighteen seconds. No Volume, Time of day and holiday discounts apply.

Monthly Recurring Charges: Not Applicable

Payphone Surcharge: \$ .55

Usage Charges:

The following rates apply to calls placed from locations in the state of South Dakota.

Per Minute Rates		
Day	Evening	Night/Weekend
\$.1200	\$.1200	\$.1200

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**SECTION 2 - SERVICE DESCRIPTIONS AND RATES, CONT.**

**2.7 Travel Service**

Navigator's Travel Service is offered 24 hours a day, seven days a week to all valid terminating locations. Access to Navigator's Travel Card service is via a toll free number. The Customer must input a valid Authorization Code in addition to the destination number with area code. Travel Service rates apply to calls placed to locations in the mainland United States, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.

For billing purposes, calls within the Continental USA are billed in six second increments after an eighteen second initial period. Time of day, holiday and volume discounts do not apply. No per call service charges apply.

Monthly Recurring Charges: Not Applicable

Payphone Surcharge: \$ .55

Usage Charges:

Per Minute Rates	
Initial Minute	Each Additional Minute
\$ .2400	\$ .2400

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**SECTION 2 - SERVICE DESCRIPTIONS AND RATES, CONT.**

**2.8 Dedicated Access Long Distance Service**

Navigator's Dedicated Long Distance Service is a "1+" direct dial service available for Customer use 24 hours a day, seven days a week. Service is accessed through a dedicated circuit to the Long Distance Network. The Customer may order the access circuit directly from their local exchange carrier or Navigator will provide the access circuit. All costs incurred in the installation and use of access circuits is the responsibility of the customer.

A number of service plans are available to the Customer. Rates, billing increments, volume discounts and qualifications, if applicable, vary by plan and are provided in the following sections.

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**SECTION 2 - SERVICE DESCRIPTIONS AND RATES, CONT.**

**2.8 Dedicated Access Long Distance Service, cont.**

**2.8.1 Dedicated Access Service**

Navigator's dedicated access long distance service is a flat rate offering with no monthly charge. For billing purposes, call timing is billed in six-second increments after a minimum initial period of eighteen seconds.

At the option of the Company, rates for Dedicated Access Service will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the services and will be made available to Customers in a nondiscriminatory manner. Specifically, the terms of the ICB arrangement may be based at least partially or completely on the term and volume commitment contained in the ICB arrangement. Terms of the specific ICB contracts will be made available to the South Dakota Public Utility Commission upon request on a proprietary basis.

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**SECTION 3 - MISCELLANEOUS SERVICES AND RATES**

**3.1 Directory Assistance**

Directory Assistance is available to Customers of Navigator Telecommunications, LLC. Directory Assistance charges apply to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance, Per Call

\$1.25

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## SECTION 4 - PROMOTIONS

### 4.1 General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

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## SECTION 5 - CONTRACT SERVICES

### 5.1 General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the Contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specific in each individual contract.

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