

TC98-209

DOCKET NO.

TC98-209

In the Matter of

IN THE MATTER OF THE  
APPLICATION OF  
TELECOMMUNICATIONS  
COOPERATIVE NETWORK, INC. FOR A  
CERTIFICATE OF AUTHORITY TO  
PROVIDE TELECOMMUNICATIONS  
SERVICES IN SOUTH DAKOTA

Public Utilities Commission of the State of South Dakota

DATE

MEMORANDA

12/16/98 *Equidance Associates;*  
12/17/98 *Nebraska Energy;*  
4/22/99 *Revised Tariff Pages;*  
5/5/99 *Order Granting COA;*  
3/5/99 *Market Clearing*

START  
OF  
RETAKE

TC98-209

DOCKET NO. \_\_\_\_\_

TC98-209

In the Matter of \_\_\_\_\_

IN THE MATTER OF THE  
 APPLICATION OF  
 TELECOMMUNICATIONS  
 COOPERATIVE NETWORK, INC. FOR A  
 CERTIFICATE OF AUTHORITY TO  
 PROVIDE TELECOMMUNICATIONS  
 SERVICES IN SOUTH DAKOTA

## Public Utilities Commission of the State of South Dakota

DATE

MEMORANDA

12/16/98 Fild and Associates;  
 12/2/98 Messing Group;  
 4/22/99. K. Curtis Laffey Pappas;  
 5/5/99 Opden, Breathing, COA;  
 5/5/99 Market Creek

END

OF

RETAKE

TC98-209  
ORIGINAL

COMPETITIVE COMMUNICATIONS GROUP

December 14, 1998

South Dakota Public Utilities Commission  
500 E. Capitol Ave.  
Pierre, SD 57501-5070

RE: Telecommunications Cooperative Network, Inc. Application for Authority to Provide Interexchange Telecommunications Services

Enclosed for filing on behalf of Telecommunications Cooperative Network, Inc. are an original and ten (10) copies of the above referenced application along with the requisite filing fee of Two Hundred and Fifty Dollars (\$250.00).

Please date stamp the extra copy of this letter and return it in the envelope provided.

If there are any questions, please call Sharon McDonald at 301-699-5300

Respectfully submitted,

Doug Dawson  
Consultant to Telecommunications  
Cooperative Network, Inc.

Enclosure

STATE OF SOUTH DAKOTA  
BEFORE THE  
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

**In Re:**

Application of Telecommunications )  
Cooperative Network, Inc. )  
)  
For A Certificate of Public Convenience )  
And Necessity To Provide Interexchange )  
Telecommunications Services )

Docket No. \_\_\_\_\_

APPLICATION FOR AUTHORITY TO PROVIDE RESOLD  
INTEREXCHANGE TELECOMMUNICATIONS SERVICES

**I. Introduction**

Telecommunications Cooperative Network, Inc. ("TCN"), by its undersigned consultant, hereby applies, pursuant to S.D. General Rules of Practice, Section 20.10.24, respectfully submits this application for Authority to Provide Resold Long Distance Telecommunications Services in the State of South Dakota.

**II. GENERAL INFORMATION**

1. Applicant's legal name is Telecommunications Cooperative Network, Inc. TCN is a Delaware corporation. Applicant's Certificate of Incorporation is attached as Exhibit 1 to this application. Applicant maintains its principal place of business at:

20 University Rd. 4<sup>th</sup> Fl.  
Cambridge, MA 02138

2. Correspondence or communications pertaining to this application should be directed to:

Doug Dawson  
Sharon McDonald  
Competitive Communications Group  
6811 Kenilworth Ave., Suite 302  
Riverdale, MD 20737  
(301) 699-5300 Phone  
(301) 699-5080 Fax

3. Question concerning the ongoing operations of TCN following certification should be directed to:

David Altshuler  
20 University Rd.  
Cambridge, MA 02138  
(617) 354-2775 Phone  
(617) 354-4500 Fax

The following toll free number is available for customer service inquiries:

1-800-669-4TCN

4. TCN's registered agent in South Dakota is:

CT Corporation System  
319 S. Coteau Street  
Pierre, South Dakota 57501

5. TCN is legally authorized to do business in the State of South Dakota, as evidenced by its Certificate of Authority from the Secretary of State attached hereto as Exhibit 2. As detailed in this application, TCN seeks authority to provide resold interexchange telecommunications services in the state of South Dakota. Service will be provided throughout the state, as authorized by the Commission.

- 01550000
6. TCN is financially qualified to render its proposed telecommunications services in South Dakota. At this time, TCN provides pro-forma financial statements, compiled in accordance with Generally Accepted Accounting Principles. Attached as Exhibit 3.
  7. TCN intends to offer interexchange services, including both inbound and outbound intraLata toll services. This will be accomplished through resale only.
  8. TCN has no current operations in the state of South Dakota. TCN is in the process obtaining intrastate interexchange authority, where required, throughout the contiguous United States. TCN has not been denied certification in any state.
  10. TCN does not plan to own, control, operate or manage any conduits, poles, wires, cables, instruments and appliances in South Dakota in connection with or to facilitate communication by telephone. Long distance traffic will be routed entirely over the networks of its underlying carriers. Consequently, the quality of service that TCN's customers receive will be at least equivalent to that provided by TCN's underlying carriers.
  11. Applicant is technically and managerially qualified to render the proposed telecommunications services. A brief description of the experience of TCN's staff is attached as Exhibit 4.

David Altshuler is currently the only officer of TCN.  
He owns 100% of TCN's shares.  
TCN's Federal ID No. is 04-3417638

Applicant's proposed initial tariff for the Commission's review containing applicable terms and conditions of service is attached hereto as Exhibit 5.

12. TCN's billing system will be capable of identifying and billing intrastate versus interstate traffic, in accordance with Multiple Exchange Carrier Access Billing ("MECAB") Guidelines as developed by the billing committee of the Ordering and Billing Forum ("OBF").

### III. Public Interest Considerations

The introduction of competition into an industry previously monopolized results in a reduction of the prices consumers pay for goods and services. When competition is introduced into markets that are served by a single provider, the consumer benefits by way of efficient pricing, improved service quality and expanded product and service capabilities.



The telecommunications industry is growing and changing at an impressive pace. The entry of TCN into the telecommunications market will enhance competition in the provision of telecommunications services within the State of South Dakota. TCN will bring significant benefits to telecommunications users in the State of South Dakota. Accordingly, TCN anticipates its proposed service will provide subscribers with better quality services and will increase consumer choice of innovative, diversified, and reliable service offerings.

WHEREFORE, Telecommunications Cooperative Network, Inc. requests that the South Dakota Public Service Commission grant it the requested authority to provide resold interexchange services throughout the State of South Dakota.

Respectfully submitted,

Telecommunications Cooperative  
Network, Inc. ("TCN")

---

Doug Dawson  
Consultant to Telecommunications Cooperative  
Network, Inc.

## EXHIBITS

- |           |  |
|-----------|--|
| Exhibit 1 | Certificate of Incorporation                           |
| Exhibit 2 | Certificate of Authority                               |
| Exhibit 3 | Financials   |
| Exhibit 4 | Description of Personnel and Managerial Qualifications |
| Exhibit 5 | Proposed Tariff  |

0150050000

EXHIBIT 1

Certificate of Incorporation  
of  
Telecommunications Management, Inc.

ARTICLE ONE

The name of the corporation is Telecommunications Management, Inc. (the "Corporation")

ARTICLE TWO

The address of the Corporation's registered office in the State of Delaware is 9 East Lockerman Street, City of Dover, County of Kent, State of Delaware 19901. The name of its registered agent at such address is National Registered Agents, Inc.

ARTICLE THREE

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE FOUR

The total number of shares of stock which the Corporation has the authority to issue is one thousand (1,000) shares of Common Stock, with a par value of \$.001 per share.

ARTICLE FIVE

The name and mailing address of the sole incorporator is as follows: Patricia A. Myers, Holland & Hart LLP, 555 17<sup>th</sup> Street, Suite 3200, Denver, Colorado 80202.

ARTICLE SIX

The Corporation is to have perpetual existence.

ARTICLE SEVEN

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors of the Corporation is expressly authorized to make, alter or repeal the Bylaws of the Corporation.

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 01:00 PM 01/22/1998  
981026759 - 2845240

0150508.10

ARTICLE EIGHT

The Initial Board of Directors shall consist of one (1) member, and the name and address of the individual who is to serve as the sole director until the first annual meeting of the stockholders, or until his successors are elected and qualified, is as follows:

<u>Name</u>	<u>Mailing Address</u>
David Altshuler	4 Brattle Street, Suite 209 Cambridge, MA 02138

ARTICLE NINE

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation. Election of directors need not be by written ballot unless the Bylaws of the Corporation so provide.

ARTICLE TEN

The Corporation shall indemnify, to the fullest extent permitted by Section 145 of the General Corporation Law of Delaware, as amended from time to time, all persons who it may indemnify pursuant thereto. The personal liability of a director of the Corporation to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director shall be limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, as it now exists or may hereafter be amended. Any repeal or modification of this paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

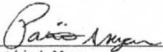
ARTICLE ELEVEN

The Corporation expressly elects not to be governed by Section 203 of the General Corporation Law of the State of Delaware.

ARTICLE TWELVE

The Corporation reserves the right to amend, alter, change or repeal any provisions contained in this Certificate of Incorporation in the manner now or hereafter prescribed herein and by the laws of the State of Delaware, and all rights conferred upon stockholders herein are granted subject to this reservation.

I, THE UNDERSIGNED, being the sole incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate hereby declaring and certifying that this is my act and deed and the facts stated herein are true, and accordingly have hereunto set my hand on the 22<sup>nd</sup> day of January, 1998.

  
\_\_\_\_\_  
Patricia A. Myers

AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION  
OF

Telecommunications Management, Inc.

Pursuant to Sections 242 and 245 of the Delaware General Corporation Law, the undersigned corporation, Telecommunications Management, Inc. (the "Corporation"), adopts the following Amended and Restated Certificate of Incorporation. The Amended and Restated Certificate of Incorporation constitutes an amendment and restatement of the original Certificate of Incorporation of the Corporation, correctly sets forth the current provisions of the Certificate of Incorporation of the Corporation, supersedes the Corporation's original Certificate of Incorporation, which was filed under the name "Telecommunications Management, Inc." with the Delaware Secretary of State on January 22, 1998, and the Corporation's Amended and Restated Certificate of Incorporation filed with the Delaware Secretary of State on July 27, 1998, and has been duly adopted by unanimous written consent of the Corporation's sole director and sole stockholder, in lieu of a meeting, on July 30, 1998.

ARTICLE ONE

The name of the corporation is Telecommunications Cooperative Network, Inc.

ARTICLE TWO

The address of the Corporation's registered office in the State of Delaware is 9 East Lockerman Street, City of Dover, County of Kent, State of Delaware 19901. The name of its registered agent at such address is National Registered Agents, Inc.

ARTICLE THREE

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE FOUR

The total number of shares of stock which the Corporation has the authority to issue is one thousand (1,000), consisting of 100 shares of Class A Voting Common Stock, with a par value of \$.001 per share, and 900 shares of Class B Non-voting Common Stock, with a par value of \$.001 per share.

The shares of Class A Voting Common Stock shall have unlimited voting rights. Each outstanding share of Class A Voting Common Stock shall be entitled to one vote.

The shares of Class B Non-voting Common Stock shall have no voting rights.

All shares of Common Stock, whether Class A Voting Common Stock or Class B Non-voting Common Stock, shall have identical rights to distribution and liquidation proceeds.

The Board of Directors of the Corporation shall have the power and authority, in its discretion, to purchase from time to time, for and on behalf of the Corporation, all shares of stock of this Corporation of all classes that may be offered to it to the fullest extent permitted by law.

#### ARTICLE FIVE

The Corporation is to have perpetual existence.

#### ARTICLE SIX

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors of the Corporation is expressly authorized to make, alter or repeal the Bylaws of the Corporation.

#### ARTICLE SEVEN

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation. Election of directors need not be by written ballot unless the Bylaws of the Corporation so provide.

#### ARTICLE EIGHT

The Corporation shall indemnify, to the fullest extent permitted by Section 145 of the General Corporation Law of Delaware, as amended from time to time, all persons who it may indemnify pursuant thereto. The personal liability of a director of the Corporation to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director shall be limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, as it now exists or may hereafter be amended. Any repeal or modification of this paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

#### ARTICLE NINE

The Corporation expressly elects not to be governed by Section 203 of the General Corporation Law of the State of Delaware.

#### ARTICLE TEN

The Corporation reserves the right to amend, alter, change or repeal any provisions contained in this Certificate of Incorporation in the manner now or hereafter prescribed herein and by the laws of the State of Delaware, and all rights conferred upon stockholders herein are granted subject to this reservation.



IN WITNESS WHEREOF, The undersigned has executed this Amended and Restated Certificate of Incorporation as of the date first written above.

  
By \_\_\_\_\_

David Altshuler, President  
Telecommunications Cooperative Network,  
Inc.

EXHIBIT 2

# State of South Dakota



## OFFICE OF THE SECRETARY OF STATE

### CERTIFICATE OF AUTHORITY

I, JOYCE HAZELTINE, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of TELECOMMUNICATIONS COOPERATIVE NETWORK, INC. (DE) to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Corporation Acts, 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 Authority and attach hereto a duplicate of the application to transact business in this state under the name of TCN, INC.



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 September 28, 1998.

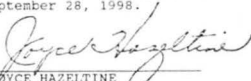
  
JOYCE HAZELTINE  
Secretary of State

EXHIBIT 3

## TCN

## Balance Sheet

	<u>10/01/98</u>
<b>Assets</b>	
1 Cash	488,742
2 Accounts Receivable	834,816
3 Pre-paid Expenses	10,934
4 Security Deposits	75,250
5 Total Current Assets	<u>1,409,742</u>
6 Computers - PC	149,779
7 Furniture	77,289
8 Leasehold Improvements	0
9 Customer Lists	373,162
10 Less Accumulated Depreciation	(171,958)
11 Reserve Leasehold Improvements	0
12 <b>Total Assets</b>	<u><u>1,838,014</u></u>
<b>Liabilities</b>	
13 Long Term Debt	1,439,300
14 Accrued Expenses	170,565
15 Accounts Payable	228,148
16 <b>Total Liabilities</b>	<u><u>1,838,013</u></u>
<b>Owners' Equity</b>	
17 Goodwill	0
18 Stock - Sub S	1
19 Retained Earnings	0
20 <b>Total Owners' Equity</b>	<u><u>1</u></u>

## TCN

## Income Statement

	9 Months Ending 9/30/98
Postage	2,227
Messenger	2,128
Shipping	65
Telephone	24,484
Internet	5,972
Travel	4,869
Meals	1,518
Printing	190
Conference Calls	2,814
Misc Office	98
Advertising	-10,425
Exhibits	0
Customer Collateral	0
Commissions	3,712
Newsletter	0
Design	0
Dues & Subscriptions	-1,793
Conferences	36
Legal	92,278
Audit	0
Marketing Consultant	5,000
Recruitment	8,567
Consulting	176,112
Taxes	14,533
Bad Debts	0
Collection Fees	9,889
Depreciation	24,798
Misc	3,001
Interest	10,915
Total	<u>774,250</u>
Income (Loss)	<u>299,959</u>

# TCN

## Income Statement

	9 Months Ending 9/30/98
<b>Revenue</b>	
WorldCom	1,979,583
Westinghouse	627,294
Consulting	34,448
Other	14,190
Subtotal	<u>2,655,515</u>
Commissions	404,431
Total Revenue	<u>3,059,946</u>

### Cost of Goods Sold

WorldCom	1,243,524
Westinghouse	588,865
Consulting	20,015
Other	18,050
Billing	<u>115,283</u>
Total	<u>1,985,737</u>

Gross Operating Income 1,074,209

### Expenses

Salaries	280,473
Insurance	21,777
Other	571
Rent	55,381
File Storage	3,504
Office Supplies	4,110
Computer Supplies	5,544
Equipment Rental	461
Equipment Maintenance	973
Copying	125
Business Insurance	6,714
Lockbox	9,778
Payroll Fees	2,019
Office Expense	1,832

EXHIBIT 4



#### **David Altshuler**

David Altshuler is Executive Director of Telecommunications Cooperative Network ("TCN"). David is responsible for all aspects of TCN's telecommunications and technology products and services. David is also active as a term trustee of The John Merck Fund whose program areas include the environment, population policy, human rights, international peace and security, economic development, and medical research. He is also a member of the finance committee that oversees the management of a \$200 million portfolio invested globally.

Previously, David was President and Chief Technical Officer of Mutual Analytics, a finance and computer technology consulting firm whose clients include Merrill Lynch, Goldman Sachs, and the Calvert Group. In addition to his industry and non-profit experience, David holds an adjunct appointment on the faculty of The Law School at the University of Pennsylvania and The Wharton School where he has taught finance and technology related courses.

David is a member of the Council on Foreign Relations and he holds undergraduate and graduate degrees from Williams College and The Wharton School, respectively.

#### **David Richie**

David Richie is the Operations Manager for Telecommunications Cooperative Network. He has been the Manager of Information Services for The Center for Reproductive Law and Policy where he managed a multi-office WAN with full Internet capabilities. Previously, he worked for Greenpeace where he managed Information Services for North America. He served as the Operations Manager for UN Development Program where he was responsible for the support of over two thousand desktops and technical services for LAN WAN, Voice/Data, mainframe and PBX telephone issues on a global basis. He also served as the Manager of IS for the United Nations Non-Governmental Liaison Service Organization. He has managed projects from Asia to Africa and throughout the United States.

EXHIBIT 5

**Telecommunications Cooperative Network, Inc.**

**TARIFF FOR RESOLD INTRASTATE MESSAGE  
TELECOMMUNICATIONS AND OPERATOR SERVICES**

This Tariff describes generally the regulations and rates applicable to the provision of Intrastate Message Telecommunications and Operator Services. Service is provided by Telecommunications Cooperative Network, Inc. with principal offices at 20 University Rd., 4<sup>th</sup> Floor, Cambridge, MA 02138. This Tariff is on file with the South Dakota Public Utilities Commission and copies may be inspected during normal business hours at the Company's principal place of business.

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Issued:

Issued by:

David Altschuler, President  
Telecommunications Cooperative Network, Inc.  
20 University Rd., 4<sup>th</sup> Fl.  
Cambridge, MA 02138

Effective:

Original Page 1

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

**CHECK SHEET**

The title page and pages 1 through 33 inclusive of this Tariff are effective as of the dates shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	26	Original		
2	Original	27	Original		
3	Original	28	Original		
4	Original	29	Original		
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6	Original	31	Original		
7	Original	32	Original		
8	Original	33	Original		
9	Original				
10	Original				
11	Original				
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17	Original				
18	Original				
19	Original				
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21	Original				
22	Original				
23	Original				
24	Original				
25	Original				

Issued:

Issued by:

David Altshuler President  
Telecommunications Cooperative Network, Inc.  
20 University Rd., 4<sup>th</sup> Fl.  
Cambridge, MA 02138

Effective:

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

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Issued:

Issued by:

David Altshuler/President  
Telecommunications Cooperative Network, Inc.  
20 University Rd., 4<sup>th</sup> Fl.  
Cambridge, MA 02138

Effective:

INVESTMENT MANAGEMENT TELECOMMUNICATIONS AND OPERATOR SERVICES

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Issued by:

David Alshuler/President  
 Telecommunications Cooperative Network, Inc.  
 20 University Rd., 4<sup>th</sup> Fl.  
 Cambridge, MA 02138

Effective:

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

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Issued:

Issued by:

David Altshuler, President  
Telecommunications Cooperative Network, Inc.  
20 University Rd., 4<sup>th</sup> Fl.  
Cambridge, MA 02138

Effective:

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

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Issued:

Issued by:

David Altshuler-President  
Telecommunications Cooperative Network, Inc.  
20 University Rd., 4<sup>th</sup> Fl.  
Cambridge, MA 02138

Effective:



INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

REGISTERED SERVICE MARKS

None

REGISTERED TRADE MARKS

None

EXPLANATION OF SYMBOLS

- (C)- To signify changed regulation
- (D)- To signify discontinued rate of regulation
- (I)- To signify increase
- (M)- To signify matter relocated without change
- (N)- To signify new rate or regulation
- (R)- To signify reduction
- (S)- To signify reissued matter
- (T)- To signify a change in text but no change in rate or regulation
- (Z)- To signify a correction

Issued:

Issued by:

David Altshuler/President  
Telecommunications Cooperative Network, Inc.  
20 University Rd., 4<sup>th</sup> Fl.  
Cambridge, MA 02138

Effective:

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

**I. GENERAL**

1.1 Application of Tariff

1.1.A This Tariff contains the regulations and rates applicable to the provision of Intrastate Message Telecommunications and Operator Services, hereinafter referred to as "Service", by Telecommunications Cooperative Network, Inc., hereafter referred to as the "Company", from its points of presence in the State of South Dakota to domestic points, as specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.

1.1.B The provision of such Service by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any Service.

1.2 Definitions

Certain terms used throughout this Tariff are defined as follows:

1.2.A Access Code

A sequence of numbers that, when dialed, connect the caller to the provider of operator services associated with that sequence.

1.2.B Aggregator

Any person that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for Intrastate telephone calls using a provider of operator services.

1.2.C Application for Service

A standard order form including all pertinent billing, technical, and other descriptive information enabling the Company to provision the Service requested.

---

Issued:  
Issued by: David Altshuler President  
Telecommunications Cooperative Network, Inc.  
20 University Rd., 4<sup>th</sup> Fl.  
Cambridge, MA 02138

Effective:

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

I. GENERAL

1.2 Definitions (Cont'd)

1.2.D Authorization Code

A numerical code, one or more of which may be assigned to a Customer to enable the Company to identify the origin of the user or individual users or groups of users on one account so that the Company may rate and bill the call.

1.2.E Common Carrier

A company or entity providing telecommunications services to the public.

1.2.F Company

Telecommunications Cooperative Network, Inc. unless the indicated otherwise.

1.2.G Consumer

A person initiating any Intrastate telephone call.

1.2.H Customer

Any individual, partnership, association, trust, corporation, cooperative, governmental agency or other entity utilizing the Services provided by the Company on a subscription basis. A Customer, as set forth herein, is responsible for the payment of charges and for compliance with all applicable terms of the Company's Tariff.

1.2.I Customer Provided Equipment

Terminal Equipment or facilities provided by persons other than the Company and connected to the Company's Services and/or facilities.

1.2.J DPU or Commission

South Dakota Public Utilities Commission

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

I. **GENERAL**

1.2 Definitions (Cont'd)

1.2 K. Dialed Access

An arrangement whereby a Customer uses the public switched network facilities of a local exchange telephone company to access the terminal of the Company.

1.2 L. Domestic Message Telecommunications Service (MIS)

The term "Domestic Message Telecommunications Service" denotes the furnishing of station-to-station direct dial Intrastate switched network services to the Customer for the completion of long distance voice and dial up low speed data transmissions over voice grade channel from the Company's Points of Presence to domestic points as specified herein.

1.2 M. Equal Access

Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

1.2 N. Equal Access Code

An access code that allows the public to obtain an Equal Access connection to the carrier associated with that code.

1.2 O. Local Exchange Carrier (LEC)

A Telephone Company which furnishes local exchange services.

1.2 P. Measured Usage Charge or Measured Charge

A charge assessed on a per-minute basis in calculating all or a portion of the charges due for a completed call over the Company's facilities.

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I. **GENERAL**

1.2 Definitions (Cont'd)

1.2.Q Other Common Carrier

The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic or international communications service to the public.

1.2.R Premises

The space designated by a Customer as its place or places of business for provision of Service or for its own communications needs.

1.2.S Service

The offerings provided by the Company to the Customer under this Tariff.

1.2.T Subscriber

An Aggregator that selects the Company as the presubscribed provider of operator services for one or more locations within that Aggregator's control.

1.2.U Subscriber Surcharge

A surcharge imposed by the Subscriber, to be paid by the consumer, for the use of Subscriber's telephone instruments, and other facilities in obtaining access to the Company's services.

1.2.V Telecommunications

The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

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2. **RULES AND REGULATIONS**

2.1 Undertaking of the Company

2.1.A Scope

The Company is a carrier providing Intrastate domestic communications services to Customers for their direct transmission of voice, data and other types of telecommunications within the United States as described in this Tariff.

2.1.B Limitations

1. The Service provided pursuant to this Tariff is offered subject to the availability of facilities and the other provisions of this Tariff.
2. The Company does not undertake to transmit communications or messages, but rather furnishes facilities. Service and equipment for such transmissions by the Customer.
3. The Company retains the right to deny Service to any Customer failing to comply with the rules and regulations of this Tariff, or other applicable rules, regulations or laws.

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## INTERNET MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. **TARIFFS AND REGULATIONS**

## 2.2 Obligations of the Customer

2.2.A All Customers assume general responsibilities in connection with the provision and

use of the Company's Service. General responsibilities are described in this section. When facilities, equipment, and/or communication systems provided by others are

connected to the Company's facilities, the Customer assumes the additional responsibilities as set forth in Section 2, herein.

2.2.B The Customer is responsible for the payment of all charges for any and all services

or facilities provided by the Company to the Customer.

2.2.C Subject to availability, the Customer may use specific codes to identify the users

groups on its account and to allocate the cost of its service accordingly. The numerical composition of such codes shall be set forth by the Company to assure

compatibility with the Company's accounting and automation systems and to avoid duplication of such specific codes.

2.2.D The Company reserves the right to discontinue the use of any code provided to the

Customer and to substitute another code for such Customer's use.

2.2.E The Customer shall indemnify and save harmless the Company from and against all

loss, liability, damage and expense, including reasonable counsel fees, due to claims for theft, slander, or infringement of copyright or trademark in connection with any

material transmitted by the Customer using the Company's Services; and any other claim resulting from any act or omission of the Customer to the use of the

Company's facilities.

2.2.F Nothing contained herein, or in any other provision of this Tariff, or in any

marketing materials issued by the Company shall give any Customer or person any ownership interest or proprietary right in any particular code issued by Company's

provided, however, that a Customer that continues to subscribe to Company's services will be provided a replacement code in the event such Customer's initial

code is canceled.

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2. RULES AND REGULATIONS

2.2 Obligations of the Customer (Cont'd)

- 2.2.G The Customer shall reimburse the Company for damages to the Company's facilities caused by any negligence or willful act or acts on the part of the Customer.
- 2.2.H The Customer shall pay and hold the Company harmless from the payment of all charges for service ordered by the Customer from the Local Exchange Carriers or other entities for telecommunications services and/or facilities connecting the Customer and the Company.
- 2.2.I In the event a suit is brought by the Company, or an attorney is retained by the Company to collect any bill or enforce the terms of this Tariff against a Customer, that Customer shall be responsible for payment of all reasonable attorney's fees, court costs, costs of investigation and any and all other related costs and expenses incurred by the Company in connection therewith.
- 2.2.J The Customer understands that the Services are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes, but is not limited to:
- 2.2.J.1 Using the Service for any purpose in violation of any law.
- 2.2.J.2 Obtaining or attempting to obtain services through any scheme, false representation; and/or use of any fraudulent means or devices whatsoever with the intent to avoid payment, in whole or in part, of charges for Services, or assisting any other person or firm in such regard.
- 2.2.J.3 Attempting to, or actually obtaining, accessing, altering, or interfering with the communications and/or information by rearranging, tampering with or making any connection with any facilities of the Company or assisting any other person or firm in such regard.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. RULES AND REGULATIONS

2.2 Obligations of the Customer (Cont'd)

2.2.J.4 Using the Services in a manner that interferes unreasonably with the use of Service by one or more other Customers.

2.2.J.5 Using the Service to convey information deemed to be obscene, salacious, or prurient, to impersonate another person with fraudulent or malicious intent, to call another person or persons so frequently, at such times, or in such a manner as to annoy, abuse, or harass, or to convey information of a nature or in a manner that renders such conveyance unlawful.

2.2.K The Customer, not the Company, shall be responsible for compliance with FCC Rules, 47 C.F.R. Part 68, and for all maintenance of such equipment and/or facilities.

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2. RULES AND REGULATIONS

2.3 Liabilities of the Company

- 2.3.A Except as stated in this Section 2.3, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this Tariff.
- 2.3.B The liability of the Company for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Tariff, including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed an amount equal to the charges under this Tariff applicable to the specific call (or portion thereof) that was affected. No other liability shall attach to the Company.
- 2.3.C The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; or (3) national emergencies, insurrections, riots, wars or other labor difficulties.
- 2.3.D The Company shall not be liable for any act or omission of any other entity furnishing facilities, equipment, or services used by a Customer, with the Company's Services. In addition, the Company shall not be liable for any damages or losses due to the failure or negligence of any Customer or due to the failure of Customer Provided Equipment, facilities or services.

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**2. RULES AND REGULATIONS**

2.4 Service Orders

The Customer must place an Application for Service with the Company to initiate, cancel or change the Services provided pursuant to this Tariff. All Applications for Services must be in writing and provide, at a minimum, the following information:

- 2.4 A Customer's name(s), telephone number(s) and address(es). In the case of a corporation or partnership, a designated officer or agent shall be named as the contact person for such corporation or partnership.
- 2.4 B Name(s), address(es) and telephone number(s) of person(s) to whom notices from the Company to the Customer shall be addressed, if different from (A) above.
- 2.4 C The amount of toll service usage the Customer was billed for the two (2) months immediately preceding the request for Service if such information is applicable and available.

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2. RULES AND REGULATIONS

2.5 Charges and Payments for Service or Facilities

2.5.A Deposits

2.5.A.1 The Company will not require deposits, advance payments, prepayments or financial guarantees.

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**2. RULES AND REGULATIONS**

2.5 Charges and Payments for Service or Facilities (Cont'd)

2.5.B Description of Payment and Billing Periods

- 2.5.B.1 Service is provided and billed on a monthly basis. Service continues to be provided and billed on a monthly basis until canceled by the Customer through notice given to the Company.
- 2.5.B.2 When billing functions are performed by a Local Exchange Carrier (LEC), commercial credit card company or others, the payment conditions and requirements of such LECs apply, including any applicable interest.
- 2.5.B.3 In the event a Local Exchange Carrier, commercial credit card company or others ceases efforts to collect any amounts associated with the Company's charges, the Company may bill the Customer or the called party directly, and may utilize its own billing and collection procedures. These procedures shall be consistent with all applicable statutes, rules and regulations.

2.5.C Taxes, Gross Revenue, Gross Income, and Gross Earnings Surcharges

- 2.5.C.1 Sales tax is covered by state statute. Any additional applicable taxes may be covered by state or federal statutes. Such taxes may be included on Customer bills in accordance with any applicable rules of the state or federal regulatory authority.
- 2.5.C.2 In addition to all recurring, non-recurring, minimum, usage, surcharges or special charges, the Customer identified in this Tariff shall also be responsible for and shall pay all applicable federal, state and local taxes or surcharges, including sales, use, excise, gross earnings, and gross income taxes. All such taxes shall be separately shown and charged on bills rendered by Company or its billing agent. Sales and use taxes shall be applied to all charges and shall also be applied to all applicable gross earnings, gross revenue and gross income taxes.

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2. RULES AND REGULATIONS

2.5 Charges and Payments for Service or Facilities (Cont'd)

2.5.D Payment and Late Payment Charge

2.5.D.1 Payment will be due as specified on the Customer bill. Commencing after that due date, a late charge of up to the highest interest rate allowable by law will be applied to all amounts past due.

2.5.D.2 Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.

2.5.D.3 Service may be denied or discontinued at the Company's discretion for nonpayment of amounts due the Company past the due date as specified in 2.5.D.1. Restoration of Service will be subject to all applicable installation charges.

2.5.E Returned Check Charge

In cases where the Company issues direct bills to Customers, and payment by check is returned for insufficient funds, or is otherwise not processed for payment, there will be a charge as set forth herein.

2.5.F Suspension or Termination for Nonpayment

In the event of nonpayment of any bill rendered or any required deposit, the Company may, after fifteen (15) days written notice by U.S. mail and another written notice of termination via first class mail, five (5) days prior, suspend service to the Customer.

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**2. RULES AND REGULATIONS**

2.5 Charges and Payments for Service or Facilities (Cont'd)

2.5.G Credit Allowances Service Interruptions

- 2.5.G.1 Credit for failure of Service will be allowed only when failure is caused by or occurs in the Company's facilities or equipment owned, provided and billed for by the Company. A credit allowance is not applicable for any period during which Customer cannot utilize the Service, except for such period where the Service is interrupted by the Company for access to its facilities for the purposes of investigating and clearing troubles and/or maintenance.
- 2.5.G.2 Credit allowances for failure of Service or equipment starts when the Customer notifies the Company of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer by the Company.
- 2.5.G.3 The Customer shall notify the Company of Service failure or equipment failure. The Customer shall make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment or Customer provided facilities, any act, or omission of the Customer, or in wiring or equipment connected to the Customer's terminal.
- 2.5.G.4 Only those portions of the Service or equipment operation disabled will be credited.
- 2.5.G.5 Any credit provided to the Customer under this Tariff shall be determined in accordance with the provisions of Section 2.5.H.

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2. RULES AND REGULATIONS

2.5 Charges and Payments for Service or Facilities (Cont'd)

2.5.H Service Interruption Measurement

2.5.H.1 Credit Allowance

In the event of an interruption of Service that exceeds the minimum requirements set forth in this paragraph, the Company shall make a credit allowance at the Customer's request for a pro rata adjustment of all Service charges billed by the Company for those Services rendered inoperative by the interruption. The credit allowance will be computed by dividing the duration of the service interruption measured in twenty-four (24) hour days, from the time the interruption is reported to the Company, by a standard thirty (30) day month, and then multiplying the result by the Company's fixed monthly charges for each interrupted Service.

The credit allowance formula is as follows:

$$\frac{A}{720} \times B = \text{Credit Allowance}$$

A= Duration of service interruption measured in hours.

B= Company's fixed monthly charges for each interrupted service.

A period of time less than six (6) hours shall not be credited. In no case shall the credit exceed the total monthly charges. No adjustments will be made for periods of noncontinuous interruptions, and no other liability shall attach to the Company in consideration of such interruption to Service.

2.5.H.2 Customer Interruptions

A credit allowance will not be given for interruptions caused by the negligence or willful act of the Customer, or interruptions caused by failure of equipment or service not provided by the Company.

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**2. RULES AND REGULATIONS**

2.6 Termination or Denial of Service by the Company

2.6.A The Company may, immediately and without notice to the Customer, and without liability of any nature, temporarily deny, terminate, or suspend Service to any Customer.

2.6.A.1 In the event such Customer or its agent: (a) willfully damages Company equipment and/or interferes with use of Company Service by other Customers; (b) unreasonably places capacity demands upon the Company's facilities or Service; (c) violates any statute or provision of law, any rule or regulation of any state or federal regulatory agency relating to communications; (d) otherwise fails to comply with the provisions of this Tariff or applicable law; or

2.6.A.2 In the event a Customer becomes insolvent, is the subject of any formal legal proceeding commenced in a court involving a voluntary or involuntary petition or proceeding in bankruptcy, seeks protection or relief from creditors in a formal legal proceeding after a filing for such relief, or executes an assignment for the benefit of creditors; or

2.6.A.3 In the event that the Company determines that any Service is being used fraudulently or illegally, whether by a Customer or its agent.

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2. **RULES AND REGULATIONS**

2.7 Special Services

2.7.A General

For the purpose of this Tariff, Special Services are deemed to be any Service requested by the Customer and provided by the Company for which there is no prescribed rate in this Tariff. Special Services charges will be developed on an individual case basis (ICB) and may be established by contract between the Company and the Customer. Such contract or ICB rates will be filed with the Commission for its approval if required by applicable rules and regulations.

2.7.B When Applicable

Special Services rates apply in the following circumstances:

- 2.7.B.1 If at the request of the Customer, the Company obtains facilities not normally used by the Company to provide Service to its Customer.
- 2.7.B.2 If at the request of the Customer, the Company provides technical assistance not normally required;
- 2.7.B.3 Where special signaling, conditioning, equipment, or other features are required to make Customer Provided Equipment compatible with the Company's Service;
- 2.7.B.4 When, at the specific request of the Customer, installation by the Company or its agent and/or routine maintenance is performed outside of the regular business hours.
- 2.7.B.5 If installation and/or routine maintenance is extended beyond normal business hours at the request of the Customer and these circumstances are not the fault of the Company, Special Service charges may apply. Such circumstances include, but are not limited to, stand-by in excess of one hour, weekend, holiday or night time cut-over, and additional installation testing in excess of the normal testing required to provide Service.

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**2. RULES AND REGULATIONS**

2.7 Special Services (Cont'd)

2.7.C Cancellation

If a Customer orders Service requiring special facilities dedicated to the Customer's use and then cancels its order prior to the Service start date, before completion of any minimum Service periods associated with such special facilities ordered by the Company or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be made to the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such Service provided, the nonrecoverable cost of such construction shall be borne by the Customer.

2.8 Special Pricing Arrangements

Customized Service packages and competitive pricing arrangements at negotiated rates may be furnished on a case-by-case basis in response to Customer request for such proposals or for competitive bids. Special Pricing Arrangements offered under this Tariff will be provided to the Customer pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the Tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Such contracts will be filed with the Commission for approval if required by applicable rule or regulation.

2.9 Special Construction

All rates and charges quoted in this Tariff provide for the furnishing of a Service when suitable facilities are available or where the construction of the necessary facilities does not involve unusual costs. When the revenue to be derived from the Service does not warrant the Company assuming the unusual costs of providing the necessary construction, the Customer may be required to pay all or a portion of such costs and to contract for the Service for a sufficient period to warrant the construction, depending upon the circumstances in each case. The Company's charges for such special construction shall follow the same guidelines for establishing charges for Special Services as described in Section 2.8 of this Tariff.

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**2. RULES AND REGULATIONS**

2.10 Inspection, Testing and Adjustment

2.10.A The Company may, upon reasonable notice, make such tests and inspections as may be necessary to investigate the installation, operation or maintenance of the Customer's or the Company's equipment or connecting facilities. The Company may interrupt Service at any time, without penalty or liability to itself, where necessary to prevent improper use of Service, equipment, facilities, or connections.

2.10.B Upon reasonable notice, the facilities and equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for its maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made, unless such interruption exceeds four (4) hours in length.

2.11 Directory Assistance

2.11.A Directory Assistance will be provided by the Company as part of the Service furnished by the Company. The Customer will be billed usage at the appropriate rate when a call is placed from its telephone to directory assistance.

2.12 Customer Complaints and Billing Disputes

2.12.A Customer complaints and billing disputes not satisfactorily resolved may be presented by the Customer to the PUC.

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3. DESCRIPTION OF SERVICE

3.1 Service Points

3.1.A The Company provides originating service from domestic points in the United States to domestic points identified in this Tariff.

3.1.B The Company provides terminating service from domestic points identified in this Tariff to domestic points in the United States.

3.2 Measurements

3.2.A Time-of-Day Rate Period

Time-of-Day Rate Periods are reflected in the rate found in Section 4, herein.

3.2.B Availability of Service

The Service is available at the rates listed in Section 4, through subscription to any of the domestic message telecommunication service offerings available from the Company. Each of these offerings utilize the same rate schedules but have different rates and billing increments for each of the rate schedules.

3.2.C Holiday Rates

3.2.C.1 During the following officially recognized holidays, Evenings Rates will be applicable during all hours, except for hours when a lower rate (i.e., Night Weekend) is applicable.

New Year's Day**	Labor Day
Memorial Day*	Thanksgiving Day
Independence Day**	Christmas Day**
Martin Luther King Day*	Columbus Day*
Presidents Day*	Veterans' Day**

\* Applies to Federally observed day only.

\*\* When this holiday falls on a Sunday, the Holiday calling rate applies to calls placed on the following Monday. When this holiday falls on a Saturday, the Holiday calling rate applies to calls placed on the preceding Friday.

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3. DESCRIPTION OF SERVICE

3.3 Timing of Calls

- 3.3.A Unless otherwise indicated in this Tariff, following the initial sixty (60) seconds, calls are timed in six (6) second increments. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer. If charged in error, the Customer will be credited. Timing begins at the "starting event" and ends at the "terminating event," unless otherwise specified. Time between the starting event and the terminating event is the call duration. The minimum call duration for a completed call is sixty (60) seconds, unless otherwise specified.
- 3.3.B The starting event occurs when the Company's terminal experiences an "Incoming Signaling Protocol Successful," e.g., upon the seizure of an inbound trunk.
- 3.3.C The terminating event occurs when the Company's terminal receives a signal from the Local Exchange Carrier that either the calling party or the called party has hung up.
- 3.3.D There shall be no charge for unanswered calls. Upon receiving reasonable and adequate notice of billing from a Customer for any such call, the Company may issue a credit in an amount equal to the charge for the call. Calls in progress longer than sixty (60) seconds will be presumed answered.
- 3.3.E Domestic Message Telecommunications Service rates are quoted in terms of initial and additional increments. The initial increment is the first sixty (60) seconds after connection is made. The additional increments are each six (6) seconds or any fraction thereof after the initial minute.
- 3.3.F The time of day at the calling party rate center determines what Time-of-Day rate period applies.

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3. **DESCRIPTION OF SERVICE**

3.4 Computation of Distance

- 3.4 A All calls are rated on the basis of airline mileage locations of the caller and the called party, regardless of the call's routing.
- 3.4 B Airline mileage is obtained by using the "V" and "H" coordinates assigned to each point. To determine the airline distance between any two cities, the airline mileage is determined as follows:
- 3.4 B.1 Obtain the "V" and "H" coordinates for each city.
- 3.4 B.2 Obtain the difference between the "V" coordinates of each of the cities.  
Obtain the difference between the "H" coordinates.
- 3.4 B.3 Square each difference obtained in step 2, above.
- 3.4 B.4 Add the square of the "V" difference and the "H" difference obtained in step 3, above.
- 3.4 B.5 Divide the number obtained in step 4 by 10. Round to the next higher whole number if any fraction is obtained.
- 3.4 B.6 Obtain the square root of the whole number obtained in step 5 above.  
Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

3.5 Method of Applying Rates

- 3.5 A Calls that begin in one rate period and terminate in another will be billed for the entire call duration at the rate applicable at the commencement of the call.
- 3.5 B Unless specified otherwise in this Tariff, the duration of each call for billing purposes will be rounded off to the nearest higher minute.

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

3. DESCRIPTION OF SERVICE

3.6 Promotional Discounts

The Company may from time to time offer promotional discounts. Such discounts will be for a specified period of time, will not exceed published rates, and will be offered to all qualifying Customers on a non-discriminatory basis, under any rules prescribed by the Commission.

3.7 Dialed Domestic Message Telecommunications Services

3.7.A Dialed Domestic Message Telecommunications Services are measured use, full time services and are offered on a monthly basis, utilizing Intrastate communications facilities. When appropriate access arrangements exist, these switched services are available on a pre-acceptance (Equal Access) basis. Otherwise, the Services require that a Customer access the Company's network via an alternative access code arrangement such as "950-XXXX" plus the Customer's security code, a toll-free "1-800" telephone number with the Customer's security code, or via "1-0-1-XXXX" code with Customer security code.

3.7.B Depending upon the service option chosen by the Customer, the charges for the use of such domestic Intrastate communications facilities may be based upon the time of day, the total minutes of use and/or the distance of each call.

3.7.C All Customers shall be charged the rates identified in Section 4.2 A for Residential Customers and in Section 4.2 B for Business Customers.

3.8 Calling Card Service

3.8.A Calling Card Service permits Customers which have arranged for a Company-issued calling card to make calling card calls throughout the domestic United States through the use of a specific "1-800" telephone number provided by the Company. See Section 4.2 C, herein for rates.

Issued:  
Issued by:

David Alishuler, President  
Telecommunications Cooperative Network, Inc.  
20 University Rd., 4<sup>th</sup> Fl.  
Cambridge, MA 02138

Effective:



INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

3. DESCRIPTION OF SERVICE

3.9. Operator Service

- 3.9.A Operator Assisted calls consist of Collect Calls, Third Party Calls, Calling Card Calls, Room Charge Calls and Person to Person Calls. These calls shall be billed based on a measured usage charge element dependant on duration, distance and time of day and a fixed surcharge element which is dependant on the type of billing selected. See Section 4.2.D, herein for rates.

4. RATES AND CHARGES

4.1 Returned Check Charge

Customer payments by check returned for insufficient funds, or otherwise not processed for payment, will be subject to a returned check charge. Such charge will be applicable on each occasion when a check is returned or not processed.

Per Occurrence \$ 30.00

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

4. RATES AND CHARGES

4.2 Rate Schedules (Cont'd)

4.2.A Business Direct Dial Service

I. Per Minute of Use Rates

<b>Outbound Switched</b>			
<b>Monthly Bill</b>	<b>Month to Month</b>	<b>1 Year</b>	<b>2 Years</b>
\$0 - \$100	\$0.181	\$0.176	\$0.171
\$101 - \$300	\$0.176	\$0.171	\$0.166
\$301 - \$600	\$0.171	\$0.166	\$0.161
\$601 - \$1000	\$0.166	\$0.161	\$0.156
\$1001 - \$2500	\$0.161	\$0.156	\$0.151
\$2500 +	\$0.156	\$0.151	\$0.146

<b>Inbound Switched</b>			
<b>Monthly Bill</b>	<b>Month to Month</b>	<b>1 Year</b>	<b>2 Years</b>
\$0 - \$100	\$0.181	\$0.176	\$0.171
\$101 - \$300	\$0.176	\$0.171	\$0.166
\$301 - \$600	\$0.171	\$0.166	\$0.161
\$601 - \$1000	\$0.166	\$0.161	\$0.156
\$1001 - \$2500	\$0.161	\$0.156	\$0.151
\$2500 +	\$0.156	\$0.151	\$0.146

Issued:  
Issued by:

David Altshuler/President  
Telecommunications Cooperative Network, Inc.  
20 University Rd., 4<sup>th</sup> Fl.  
Cambridge, MA 02138

Effective:

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

4. **RATES AND CHARGES**

4.2 Rate Schedules (Cont'd)

4.2.A Business Direct Dial Service (cont)

I. Per Minute of Use Rates

<b>Outbound Dedicated</b>			
<b>Monthly Bill</b>	<b>Month to Month</b>	<b>1 Year</b>	<b>2 Years</b>
\$601 - \$1000	\$0.099	\$0.096	\$0.093
\$1001 - \$2500	\$0.096	\$0.093	\$0.090
\$2500 +	\$0.093	\$0.090	\$0.087

<b>Inbound Dedicated</b>			
<b>Monthly Bill</b>	<b>Month to Month</b>	<b>1 Year</b>	<b>2 Years</b>
\$601 - \$1000	\$0.098	\$0.095	\$0.092
\$1001 - \$2500	\$0.095	\$0.092	\$0.089
\$2500 +	\$0.092	\$0.089	\$0.086

Issued  
Issued by:

David Altshuler President  
Telecommunications Cooperative Network, Inc.  
20 University Rd., 4<sup>th</sup> Fl.  
Cambridge, MA 02138

Effective:

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

4. RATES AND CHARGES

4.2 Rate Schedules (Cont'd)

4.2.C Calling Card Service

1. Availability of Service

The Company issues the Telecommunications Cooperative Network, Inc. Calling Card and also allows Customers to utilize Calling Cards of other carriers.

2. Telecommunications Cooperative Network, Inc. Calling Card

Calling Card Calls completed with the Telecommunications Cooperative Network, Inc. Calling Card are available at the rates specified below.

Per Minute Rate \$0.20

4.2.D Operator Service Charges

1. Calling Cards

Dial Calling Cards \$0.35 per occurrence  
Operator Assisted \$0.60 per occurrence

2. Collect Call \$1.80 per occurrence

3. Third Party Call \$1.85 per occurrence

4. Person to Person \$4.14 per occurrence

5. Operator Dialed \$0.88 per occurrence

6. Toll \$0.70 per occurrence

Issued:

Issued by:

David Altshuler, President  
Telecommunications Cooperative Network, Inc.  
20 University Rd., 4<sup>th</sup> Fl.  
Cambridge, MA 02138

Effective:

COMPETITIVE COMMUNICATIONS GROUP LLC 06-9  
PH: (301) 699-5300  
6811 KENILWORTH AVE. STE 302  
RIVERDALE, MD 20737-1333

NATIONSBANK, N.A.  
MARYLAND  
7-163/520 - 2374

4142

12/14/98

PAY TO THE ORDER OF South Dakota Public Utilities Commission

\$ \*\*250.00

Two Hundred Fifty and 00/100\*\*\*\*\*

South Dakota Public Utilities Commission

DOLLARS  
Security Printing  
Features  
Check or Scan

MEMO



⑈004442⑈ ⑆05200⑆633⑆ 393 434 6112⑈

South Dakota Public Utilities Commission  
**WEEKLY FILINGS**  
For the Period of December 10, 1998 through December 16, 1998

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 filing.  
Phone 605-773-3705 Fax 605-773-3809

**NATURAL GAS**

NG98-013 In the Matter of the Application of Montana-Dakota Utilities Co. for approval of Revisions to its Purchased Gas Cost Adjustments, Rates 88 and 89

Application by Montana-Dakota Utilities Co. to revise its Purchased Gas Cost Adjustments, Rates 88 and 89 to change the minimum threshold which necessitates the filing of revised PGA rate adjustments. Currently, if the monthly adjustment changes less than \$ .001 per dekatherm, a new adjustment is not required. With this filing the minimum threshold would be raised to \$ .10 per dekatherm.

Staff Attorney: Karen Cremer  
Staff Analyst: Dave Jacobson  
Date Filed: 12/14/98  
Intervention Deadline: NA

**TELECOMMUNICATIONS**

TC98-208 In the Matter of the Filing by Kadoka Telephone Company for Approval of Switched Access Rates

This filing reflects the switched access rates as determined by dividing the Commission approved revenue requirement by the Commission approved minutes of use for the cost study companies, excluding U S WEST Communications. The rates will become effective on January 1, 1999.

Staff Attorney: Karen Cremer  
Staff Analyst: Harlan Best  
Date Filed: 12/10/98  
Intervention Deadline: 12/24/98

TC98-209 In the Matter of the Application of Telecommunications Cooperative Network, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota

Application by Telecommunications Cooperative Network, Inc. for a Certificate of Authority to provide resold interexchange

telecommunications services in the state of South Dakota. Proposed services include both inbound and outbound intraLATA toll services.

Staff Attorney: Camron Hoseck  
Staff Analyst: Kylie Tracy  
Date Filed: 12/16/98  
Intervention Deadline: 12/31/98

TC98-210 In the Matter of the Request for a Ruling Regarding Toll Limitation

On December 3, 1998, the Commission received a letter from TELEC Consulting Resources asking for "written confirmation that the ruling regarding toll control and toll limitation as detailed in Amended Order TC97-163, XIV, issued March 10, 1998, applies to all South Dakota eligible telecommunications carriers (ETCs), not just U S WEST." Since this order was only applicable to U S WEST, the Commission is seeking comments on whether it should issue an order in this docket applicable to all currently designated ETCs reflecting the change in the toll limitation requirement made by the FCC in its Fourth Order on Reconsideration. Comments will be accepted until December 29, 1998.

Staff Attorney: Karen Cremer  
Staff Analyst: Harlan Best  
Date Filed: 12/03/98  
Deadline for Comments: 12/29/98

TC98-211 In the Matter of the Filing by Mount Rushmore Telephone Company for Approval of Switched Access Rates

This filing reflects the switched access rates as determined by dividing the Commission approved revenue requirement by the Commission approved minutes of use for the cost study companies, excluding U S WEST Communications. The rates will become effective on January 1, 1999.

Staff Attorney: Karen Cremer  
Staff Analyst: Harlan Best  
Date Filed: 12/16/98  
Intervention Deadline: 12/24/98

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

COMPETITIVE COMMUNICATIONS GROUP

FAX

TO: CAMRON HOSECK FROM: SHARON McDONALD  
DATE: 4/22/99 PAGES: 3  
FAX: 605-773-3809 CCG FAX: 301-699-5080  
RE: SD DOCKET: TC 98-209 CC:

URGENT  FOR REVIEW  PLEASE COMMENT  PLEASE REPLY  PLEASE RECYCLE

• ADDITIONAL MESSAGE:

PURSUANT TO OUR CONVERSATION THIS MORNING, I AM SENDING REVISED TARIFF PAGES 15 AND 25. PLEASE REPLACE THESE PAGES IN THE PROPOSED TARIFF.

PLEASE DISREGARD THE TARIFF PAGE 25 THAT I SENT YOU ON APRIL 19. IT HAS AN INCORRECT HEADER AND FOOTER. THANK YOU.

IF THERE ARE ANY QUESTIONS, PLEASE CALL ME AT 301-699-5300

6811 KENIL WORTH AVENUE, SUITE 302, RIVERDALE, MD 20737 - PHONE 301-699-5300

10 3994

895 440 301.113.900

8895691001

30110 661702789

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. RULES AND REGULATIONS

2.3 Liabilities of the Company

2.3.A Reserved for future use

2.3.B Reserved for future use

2.3.C The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority, or (3) national emergencies, insurrections, riots, wars or other labor difficulties.

2.3.D The Company shall not be liable for any act or omission of any other entity furnishing facilities, equipment, or services used by a Customer, with the Company's Services. In addition, the Company shall not be liable for any damages or losses due to the failure or negligence of any Customer or due to the failure of Customer Provided Equipment, facilities or services.

Issued:  
Issued by:

David Altshuler-President  
Telecommunications Cooperative Network, Inc.  
20 University Road, 4<sup>th</sup> Fl.  
Cambridge, MA 02138

Effective:



0150500762

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. **RULES AND REGULATIONS**

2.10 Inspection, Testing and Adjustment

2.10.A The Company may, upon reasonable notice, make such tests and inspections as may be necessary to investigate the installation, operation or maintenance of the Customer's or the Company's equipment or connecting facilities. The Company may interrupt Service at any time, without penalty or liability to itself, where necessary to prevent improper use of Service, equipment, facilities, or connections.

2.10.B Upon reasonable notice, the facilities and equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for its maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made, unless such interruption exceeds four (4) hours in length.

2.11 Directory Assistance

2.11.A Directory Assistance will be provided by the Company as part of the Service furnished by the Company. The Customer will be billed usage at the appropriate rate when a call is placed from its telephone to directory assistance.

2.12 Customer Complaints and Billing Disputes

2.12.A Customer complaints and billing disputes should be directed to Steven Lanzilla, National Sales Manager, TCN, Inc., 20 University Rd., Cambridge, MA 02138, 1-800-669-4826. Customer complaints and billing disputes not satisfactorily resolved may be presented by the Customer to the South Dakota Public Utilities Commission, State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501. The toll free number is 1-800-332-1782.

2.12.B TCN, Inc. has contracted for all billing and customer service with: Profittech Billing Services, 26A Barnes Park North, Wallingford, CT 06092  
Phone: 203-284-5307

Issued:  
Issued by:

David Altschuler/President  
Telecommunications Cooperative Network, Inc.  
20 University Road, 4<sup>th</sup> Fl.  
Cambridge, MA 02138

Effective:

BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE APPLICATION OF )	ORDER GRANTING
TELECOMMUNICATIONS COOPERATIVE )	CERTIFICATE OF
NETWORK, INC. FOR A CERTIFICATE OF )	AUTHORITY
AUTHORITY TO PROVIDE )	
TELECOMMUNICATIONS SERVICES IN )	TC98-209
SOUTH DAKOTA )	

On December 16, 1998, the Public Utilities Commission (Commission), in accordance with SDCL 49-31-3 and ARSD 20 10 24 02, received an application for a certificate of authority from Telecommunications Cooperative Network, Inc. (TCN).

TCN plans to provide 24-hour intrastate interexchange telecommunications services over facilities leased from other carriers. Specifically, TCN proposes to provide intrastate interexchange telecommunications services, including 1+ direct dialed message telecommunications services. A proposed tariff was filed by TCN. The Commission has classified long distance service as fully competitive.

On December 17, 1998, the Commission electronically transmitted notice of the filing and the intervention deadline of December 31, 1998, to interested individuals and entities. No petitions to intervene or comments were filed and at its April 26, 1999, meeting, the Commission considered TCN's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to the condition that TCN not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission.

The Commission finds that it has jurisdiction over this matter pursuant to Chapter 49-31, specifically 49-31-3 and ARSD 20 10 24 02 and 20 10 24 03. The Commission finds that TCN has met the legal requirements established for the granting of a certificate of authority. TCN has, in accordance with SDCL 49-31-3, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota. The Commission approves TCN's application for a certificate of authority, subject to the condition that TCN not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. As the Commission's final decision in this matter, it is therefore:

**ORDERED** that TCN's application for a certificate of authority is hereby granted, subject to the condition that TCN not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. It is

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

Dated at Pierre, South Dakota, this 14th day of May, 1999

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By Laska Schoenfelder

Date 5/14/99

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION

James A. Burg  
JAMES A. BURG, Chairman

Pam Nelson  
PAM NELSON, Commissioner

Laska Schoenfelder  
LASKA SCHOENFELDER, Commissioner

81505065

# SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

## CERTIFICATE OF AUTHORITY

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

Authority was Granted April 26, 1999  
Docket No. TC98-209

*This is to certify that*

**TELECOMMUNICATIONS COOPERATIVE NETWORK, INC.**

*is authorized to provide telecommunications services in South Dakota.*

This certificate is issued in accordance with SDCL 49-31-3 and ARSD 20 10 24 02, 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 5<sup>th</sup> day of May, 1999

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION:



*James A. Burg*  
JAMES A. BURG Chairman

*Pam Nelson*  
PAM NELSON Commissioner

*Laska Schoenfelder*  
LASKA SCHOENFELDER Commissioner