

TC000-134

TC00-134

In the Matter of — IN THE MATTER OF THE  
APPLICATION OF PREMIERE  
NETWORK SERVICES, INC. FOR A  
CERTIFICATE OF AUTHORITY TO  
PROVIDE TELECOMMUNICATIONS  
SERVICES, INCLUDING LOCAL  
EXCHANGE SERVICES, IN SOUTH  
DAKOTA

## DATE:

## MEMORANDA

9/5 00	Filed and Docketed;
9/7 00	Weekly Filing;
10/31 00	Revised Tariff;
11/16 00	Revised Tariff Pages;
11/20 00	Revised Tariff Pages;
12/7 00	Order Granting CBA;
12/7 00	Docket Closed.

TC00-134  
ORIGINAL

COMPETITIVE COMMUNICATIONS GROUP

August 31, 2000

South Dakota Public Utilities Commission  
500 East Capitol Avenue  
Pierre, SD 57501-5070

RE: Application of Premiere Network Services, Inc. to Provide Telecommunications  
Service in the State of South Dakota

Enclosed for filing on behalf of Premiere Network Services, Inc., are an original and ten (10) copies of the above referenced application along with the requisite filing fee of \$250.00. Premiere Network Services, Inc. asserts this filing on the Commission's staff with the financial information under Exhibit 4 as being confidential and proprietary with information redacted.

There is a sealed envelope marked "Confidential" that contains Premiere's financial information that is highly sensitive and confidential information. Please note the letter explaining Premiere's request for this confidential information to be handled confidentially.

Please date stamp the enclosed copy of this letter and return it in the envelope provided. If there should be any questions regarding this application, please contact me at 301-842-1437.

Sincerely,

*Terri K. Firestein*

Terri K. Firestein

Consultant to Premiere Network Services, Inc.

RECEIVED  
SEP 05 2000  
SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

**BEFORE THE  
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION**

Application of	)	
	)	
Premiere Network Services, Inc.	)	
	)	Docket No. _____
For a Certificate of Public Convenience	)	
And Necessity to Provide Interexchange	)	
Telecommunications Services and Local	)	
Exchange Services Within the State of	)	
South Dakota	)	

**APPLICATION**

Premiere Network Services, Inc. ("Premiere" or "Applicant"), pursuant to the Commission's Rules of Practice and Procedure hereby applies to the South Dakota Public Utilities Commission for a Certificate of Public Convenience and Necessity authorizing Premiere to operate as a provider of local exchange telecommunications services on a resold and facilities basis in the State of South Dakota. Premiere also intends to provide resold intrastate interexchange services and access services within and throughout the State of South Dakota.

**BACKGROUND**

Premiere Network Services, Inc. is a management consultancy, founded by Leo A. Wrobel, Jr. on May 16, 1986 specializing in Emerging Telecommunication Technologies, Business Resumption Planning and Technical Training.

As executive consultants to leading-edge "Fortune" level clientele, Applicant is often called to recommend revolutionary, and far-reaching changes in our clients telecommunications networks as well as specify new modes of business resumption.

**RECEIVED**

SEP 05 2000

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION



**2. The name under which the Applicant will provide these services.**

Applicant will provide services under its legal name, Premiere Network Services, Inc.

**3a. If Applicant is a corporation, the state in which it is incorporated, the date of incorporation, and a copy of its certificate of incorporation or if it is an out-of-state corporation, a copy of its Certificate of Authority to Transact Business in South Dakota from the Secretary of State.**

Premiere is a Sub-S corporation formed on May 16, 1986 under the laws of Texas. Premiere is qualified to do business in the State of South Dakota. A copy of Premiere's Articles of Incorporation is attached hereto as Exhibit 1. A copy of Premiere's Certificate of Authority to Transact Business in the State of South Dakota is attached hereto as Exhibit 2.

**3b. The location of its principal office, if any, in this state and the name and address of its current registered agent.**

Premiere does not have an office located within the State of South Dakota.

Premiere's registered agent is:

CT Corporation System  
Registered Office  
C/O C T Corporation System  
319 S. Coteau Street  
Pierre, South Dakota 57501

**5. A specific description of the telecommunications services the applicant intends to offer.**

Primarily, Premiere intends to offer consumers in the State of South Dakota value-added options by not only being in a position to specify telecommunications enhancements which embrace emerging technologies, but to actively implement them for consumers. Premiere anticipates the scope of services will include, but not be limited to:

- $\geq$ OC-12 SONET Access Facilities
- Asynchronous Transfer Mode Services (ATM)
- ISDN/ADSL Services
- T1/T3 services, including T1/T3 upgrades to SONET OC-n
- Integrated Wide Area Network Management Systems
- Fault-Tolerant Network Assemblies for Disaster Recovery

Premiere also anticipates offering services aimed at the following applications, utilizing a variety of Custom Network Services and Delivery Systems for:

- Native LAN Connectivity
- Supporting Business Resumption Centers
- Televaulting and Remote Data Archiving
- Teleradiology and Medical Applications
- Education
- Remote Service Applications

In order to provide a complete range of services, Premiere plans to provide the following traditional services:

- Local exchange and extended area service, toll restriction, call management features, touch tone, Caller ID services, and any other services available on a resale or unbundled network element basis from the incumbent local exchange carrier or other certificated carriers within Applicant's service area. Applicant will through its interconnection arrangements with incumbent local exchange carriers, provide 911/E911 Emergency Services, directory assistance, operator

- 7. The geographic areas in which the services will be offered, including a map describing the service area.**

Premiere will provide interexchange service throughout the State of South Dakota. Service areas are described in Exhibit 3.

- 8a. Current financial statements:**

Premiere considers its financial information to be confidential and proprietary information. Financial information is filed with a protective order motion, labeled Exhibit 4, and has been submitted for filing in a sealed envelope and marked as highly sensitive material and that confidential treatment is requested.

- 8b. A copy of the Applicant's latest annual report.**

Premiere does not issue an Annual Report.

- 8c. A copy of the Applicant's report to stockholders.**

As a privately held corporation Premiere is not required to issue a stockholders report. A K-1 Report is filed for tax purposes only.

Premiere's toll-free number for customer inquiries is 888-773-4374. Premiere's designated representative for responding to consumer complaint inquiries by the public is:

Ms. Jacquetta Peace  
Premiere Network Services, Inc.  
1510 North Hampton Road, Suite 120  
DeSoto, Texas 75115  
Telephone: 972-228-6810  
Facsimile: 972-217-1995  
Email: [jaqi@rewiret.com](mailto:jaqi@rewiret.com)

Premiere's customer service representatives will assist customers during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday. After normal business hours customers will receive a recorded message instructing them of their options. A toll-free number, which will be answered by a Company representative twenty-four hours a day, seven days a week will be provided to customers. The toll-free number will be used by customers to report trouble or other emergency situations affecting service. The 24x7 toll-free number is 888-773-4374.

Premiere's customer service representatives are prepared to respond to a broad range of service matters, including:

- The types of services offered by Premiere
- Rates associated with the services offered by Premiere
- Questions regarding monthly billing statements
- Problems or concerns pertaining to customer's current service
- General telecommunications matters

any state, nor has it had a permit, license, or certificate revoked by any state. Premiere intends to complete certification applications in the remaining states, including Hawaii and Alaska, within three months.

- II. A detailed description of how the applicant intends to market its services, the qualifications of its marketing sales personnel, its target market whether the applicant engages in any multilevel marketing, and copies of any company brochures used to assist in the sale of services.**

No complaints have been made nor had any investigation been undertaken against Premiere or any of its affiliates for unauthorized switching ("slamming") or any other illegal activities. Premiere gains the majority of its customers through direct referrals but anticipates marketing its services through direct sales when necessary. The company does not anticipate utilizing telemarketing or other similar marketing methodologies that more easily give rise to unauthorized switching complaints. Premiere will require all customers to execute contract and Letter or Agency containing language that clearly appoints Premiere as the customer's local carrier. The party executing such contract's on behalf of the customer will be required to affirm that he/she is 18 years or older; he/she is the party responsible for making decisions regarding local telecommunications for the resident or business; and other information required by federal or state law. Premiere will comply with South Dakota law and the FCC's regulations regarding how carriers may change a consumer's primary interchange carrier ("PIC").

Commission prior to launching service. Cost support could be provided at that time.

In support of its application, Premiere provides the following information pursuant to South Dakota Admin. Rule 20:10:32:03: to operate as a provider of local exchange and resold telecommunications services throughout the State of South Dakota.

1. The Applicant's name, address, telephone number facsimile number, e-mail address, and whether the applicant is a sole proprietorship, partnership, corporation, limited liability corporation, or limited liability partnership.

Please refer to Premiere's responses in Numbers 1, and 3a on Pages 2 - 3 of this Application.

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

Premiere is a Sub-S Corporation. Its Board of Directors and Officers are listed below:

- 4b. A list of shareholders owning twenty percent or more of the interest in the business.

Please refer to Premiere's response in Number 3c, on Page 4 of this Application.

- 4c. The state in which the Applicant is incorporated, the date of incorporation, and a copy of its Certificate of Incorporation.

Please refer to Premiere's response in Number 3a, on Page 3 of this Application.

- 4d. If it is an out-of-state corporation, a copy of its Certificate of Authority to transact business in South Dakota from the Secretary of State.

Please refer to Premiere's response in Number 3a, on Page 3 of this Application.

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

Premiere's managerial and technical qualifications are listed in Exhibit 8 with the biographies of Leo A. Wrobel and Regis J. Bates, Jr.

- 7b. Information indicating the extent to and timeframe by which Applicant will provide service through the use of its own facilities, the purchase of unbundled network elements or resale.**

Premiere will initially launch service, using local service resale and the purchase of incumbent UNE platform/combination services. Premiere anticipates using collocation and installing its own facilities within two years of launching service in South Dakota.

- 7c. A description of all facilities that the Applicant will utilize to furnish the proposed local exchange services, including any facilities of underlying carriers.**

Please refer to Premiere's response in Number 6, on Page 6 of this Application.

- 7d. Information identifying the types of services it seeks authority to provide by reference to the general nature of the service.**

Please refer to Premiere's response in Number 5, on Pages 5 - 6 of this Application.



- 9b. Information regarding policies, personnel, or arrangements made by the Applicant which demonstrates the Applicant's ability to respond to customer complaints and inquiries promptly and to perform facility and equipment maintenance necessary to ensure compliance with the commission quality of service requirements.

Please refer to Premiere's responses in Number 9, on Pages 8,9 & 10 of this Application.

10. Information explaining how the Applicant will provide customers with access to emergency services such as 911 or enhanced 911, operator services, interexchange services, directory assistance, and telecommunications relay services.

Premiere will provide local exchange and extended area service, toll restriction, call management features, touch tone, Caller ID services, and any other services available on a resale or unbundled network element basis from the incumbent local exchange carrier or other certificated carriers within Applicant's service area. Premiere will provide operator services, but through its interconnection arrangements with incumbent local exchange carriers. Additionally, Premiere will offer 911/E911 Emergency Services, white page directory listing and

**12. Information detailing the following matters associated with interconnection to provide proposed local exchange services.**

**12a. The identity of all local exchange carriers with which the Applicant plans to interconnect.**

Initially Premiere intends to Interconnect with Qwest, formerly US West.

**12b. The likely timing of initiation of interconnection service and a statement as to when negotiations for interconnection started or when negotiations are likely to start.**

Premiere is in the process of negotiating a resale and interconnection agreement with Qwest, formerly US West. These agreements and any future agreements will be filed with the Commission prior to the commencement of service.

**12c. A copy of any request for interconnection made by the Applicant to any local exchange carrier.**

A copy of a request for interconnection with a local exchange carrier is attached to this Application as Exhibit 10.

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

Please refer to Premiere's response in Number 11, on Pages 11 - 12 of this Application. In addition, Premiere's detailed twenty-four (24) month service plan can be provided to Commission staff upon request. Premiere considers the marketing plan proprietary and confidential and therefore, requests to Commission to view the plan separately from this Application.

16. If the Applicant is seeking authority to provide local exchange service in the service area of a rural telephone company, the date by which the Applicant expects to meet the service obligations imposed pursuant to South Dakota Admin. Rule 20:10:32:15 and Applicant's plans for meeting the service obligations.

Premiere currently does not plan to provide local exchange services in the service areas of any small or rural exchange carriers as defined by the Telecommunications Act of 1996.

- 19. Information concerning how the Applicant plans to bill and collect charges from customers who subscribe to its proposed local exchange services.**

Please refer to Premiere's response in Number 9, on Pages 8, 9 & 10 of this Application

- 20. Information concerning the Applicant's policies relating to solicitation of new customers and a description of the efforts the Applicant shall use to prevent the unauthorized switching of local service customers by the Applicant, its employees, or agents.**

Please refer to Premiere's response in Number 11, on Pages 11 - 12 of this Application.

- 21. The number and nature of complaints filed against the Applicant with any state or federal commission regarding the unauthorized switching of a customer's telecommunications provider and the act of charging customers for services that have not been ordered.**

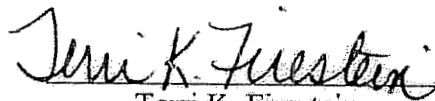
Premiere has not received any complaints from any state or federal commission regarding the unauthorized switching of a customer's telecommunications provider or the act of charging customers for services that have not been ordered.

## VERIFICATION

State of Maryland:

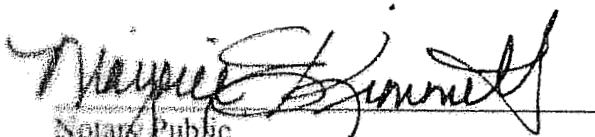
County of Anne Arundel:

I, Terri K. Firestein, being duly sworn, declare that I am the Consultant of  
Premiere Network Services, Inc., the Applicant in the subject proceeding, that I have read  
the foregoing Application and Exhibits, and that the same are true and correct to the best  
of my knowledge, information, or belief.

  
Terri K. Firestein

Subscribed and sworn to before me

This 31<sup>st</sup> day of August, 2000

  
Notary Public

My Commission Expires: 8-01-01

## EXHIBIT INDEX

EXHIBIT 1	ARTICLES OF INCORPORATION
EXHIBIT 2	CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN THE STATE OF SOUTH DAKOTA
EXHIBIT 3	SERVICE AREA DESCRIPTIONS/MAPS
EXHIBIT 4	FINANCIAL STATEMENT
EXHIBIT 5	PROPOSED TARIFFS (LOCAL & TOLL)
EXHIBIT 6	PERSONAL QUALIFICATIONS
EXHIBIT 7	MARKETING PLAN
EXHIBIT 8	MANAGERIAL & TECHNICAL QUALIFICATIONS
EXHIBIT 9	CERTIFICATE OF AUTHORITY & PENDING APPLICATIONS IN OTHER STATES
EXHIBIT 10	COPY OF REQUEST FOR INTERCONNECTION TO A LOCAL EXCHANGE CARRIER
EXHIBIT 11	REQUEST FOR WAIVERS

**EXHIBIT 1**

**ARTICLES OF INCORPORATION**

IN WITNESS WHEREOF, I have hereunto set my hand this 13 day of  
May, 19 86.

Carol Chapman-Randall  
Carol Chapman-Randall

SWORN TO this 13 day of May, 19 86.

William L. Allen  
Notary Public in and for the State  
of Texas

My Commission Expires:

5/17/88



having a par value of Ten Cents (10¢) each shall be exchanged for 10,000 shares having a par value of ONE AND NO/100 (\$1.00) DOLLAR each.

# ARTICLE SIX

The manner in which the change in stated capital is effected, and the amount of stated capital as changed, are as follows: NONE.

ATTEST:

PREMIERE NETWORK SERVICES,  
INC., a Texas corporation

BY:

Leo A. Wrobel  
LEO A. WROBEL, Sec.

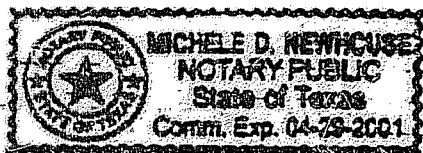
BY:

Leo A. Wrobel  
LEO A. WROBEL, Pres.

STATE OF TEXAS           §  
COUNTY OF ELLIS       §

BEFORE ME, a notary public, on this day personally appeared LEO A. WROBEL, President and Secretary of PREMIERE NETWORK SERVICES, INC., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing document, and being by me first duly sworn, declared that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL of office this 2<sup>nd</sup> day of August, 1997.



Michele D. Newhouse  
Notary Public in and for the  
State of Texas

ARTICLE SIX

The manner in which the change in stated capital is effected, and the amount of stated capital as changed, are as follows: NONE.

ATTEST:

PREMIERE NETWORK SERVICES,  
INC., a Texas corporation

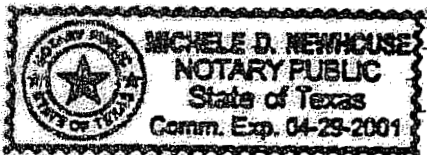
By: Sharon M. Wrobel  
SHARON M. WROBEL, Sec.

By: Leo A. Wrobel  
LEO A. WROBEL, Pres.

STATE OF TEXAS           §  
COUNTY OF ELLIS       §

BEFORE ME, a notary public, on this day personally appeared LEO A. WROBEL, President and SHARON M. WROBEL, Secretary of PREMIERE NETWORK SERVICES, INC., a Texas corporation, known to me to be the persons whose names are subscribed to the foregoing document, and being by me first duly sworn, declared that the statements therein contained are true and correct.

GIVEN UNDER BY HAND AND SEAL of office this 2<sup>nd</sup> day of September, 1997.

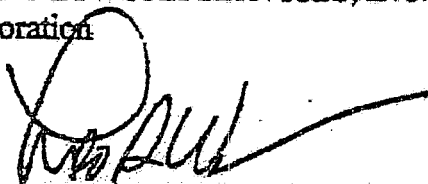


Michele D. Newhouse  
Notary Public in and for the  
State of Texas

ARTICLE SIX

The manner in which the change in stated capital is effected, and the amount of stated capital as changed, are as follows: NONE

PREMIERE NETWORK SERVICES, INC., a  
Texas corporation

By:   
LEO A. WROBEL, President

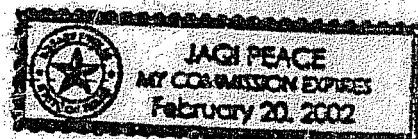
ATTEST:

  
SHARON M. WROBEL, Secretary

STATE OF TEXAS §  
COUNTY OF ELLIS §

BEFORE ME, a notary public, on this day personally appeared LEO A. WROBEL, President and SHARON M. WROBEL, Secretary, of PREMIERE NETWORK SERVICES, INC., a Texas corporation, known to me to be the persons whose names are subscribed to the foregoing document, and being by me first duly sworn, declared that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL of office this 17th day of December, 1998.



  
Notary Public in and for the State of Texas

# State of South Dakota



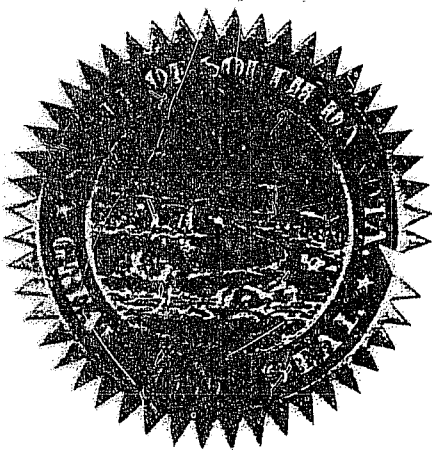
## OFFICE OF THE SECRETARY OF STATE

### 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 **PREMIERE NETWORK SERVICES, INC. (TX)** 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.

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 March 30, 2000.



Joyce Hazeltine  
Secretary of State

...the aggregate number of its issued shares, itemized by classes, par value of shares, shares without par value, and series, if any, within a class, is:

Number of shares	Class	Series	Par value per share or statement that shares are without par value
173,500	Common Stock		1¢

(11) The amount of its stated capital is \$ \$744,645.70

Shares issued times par value equals stated capital. In the case of no par value stock, stated capital is the consideration received for the issued shares.

(12) This application is accompanied by a CERTIFICATE OF FACT or a CERTIFICATE OF GOOD STANDING duly acknowledged by the Secretary of State or other officer having custody of corporate records in the state or country under whose laws it is incorporated.

(13) That such corporation shall not directly or indirectly combine or make any contract with any incorporated company, foreign or domestic, through their stockholders or the trustees or assigns of such stockholders, or with any copartnership or association of persons, or in any manner whatever to fix the prices, limit the production or regulate the transportation of any product or commodity so as to prevent competition in such prices, production or transportation or to establish excessive prices therefor.

(14) That such corporation, as a consideration of its being permitted to begin or continue doing business within the State of South Dakota, will comply with all the laws of the said State with regard to foreign corporations.

The application must be signed, in the presence of a notary public, by the chairman of the board of directors, or by the president or by another officer.

I DECLARE AND AFFIRM UNDER THE PENALTY OF PERJURY THAT THIS APPLICATION IS IN ALL THINGS, TRUE AND CORRECT.

Dated March 7 192000

Leo A. Wrobel, Jr.  
(Signature)

President

(Title)

STATE OF Maryland  
COUNTY OF Anne Arundel  
I, Marjorie E. Kimmell

a notary public, do hereby certify that on this 7<sup>th</sup> day of March 192000, personally appeared before me Leo A. Wrobel, Jr. who, being by me first duly sworn, declared that he/she is the President of Premiere Network Services, Inc. that he/she signed the foregoing document as officer of the corporation, and the statements therein contained are true.

8-01-01  
My Commission Expires

Marjorie E. Kimmell  
(Notary Public)

Notarial Seal

\*\*\*\*\*  
The Consent of Appointment below must be signed by the registered agent listed in number six.

**EXHIBIT 3**

**SERVICE AREA DESCRIPTIONS/MAPS**

## EXHIBIT 4

### FINANCIAL STATEMENTS

Premiere considers its financial information to be confidential and proprietary information. Financial information is filed with a protective order motion, labeled Exhibit 4, and has been submitted for filing in a sealed envelope and marked as highly sensitive material and that confidential treatment is requested.

Premiere respectfully requests that it be disclosed only to Commission personnel in their consideration of this Application. Please make available to the public the copies of the Application in which the confidential and proprietary information has been redacted.

Tariff Schedules  
Applicable to  
Intrastate Local Exchange  
Telephone Services  
of  
**Premiere Network Services, Inc.**

Providing service throughout the service territories of Ameritech, GTE and any other incumbent local exchange Carrier (ILEC) in whose territory competition is (now and subsequently) permitted.

Date Filed:

Issued by: Leo A. Wrobel, President  
1510 North Hampton Road, Suite 120  
De Soto, TX 75115

Effective:



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Date Filed:

Issued by: Leo A. Wrobel, President  
1510 North Hampton Road, Suite 120  
De Soto, TX 75115

Effective:

PRELIMINARY STATEMENT

Premiere Network Services, Inc. (the "Company") has been granted authority by the South Dakota Public Utilities Commission to provide resold and facilities-based competitive local exchange, interLATA, and non-local exchange intraLATA services within the State of South Dakota. This tariff schedule contains effective rates and rules together with information relating to and applicable to intrastate local exchange service provided by the Company in South Dakota.

SYMBOLS USED IN THIS TARIFF

- (C) A changed listing, rule, or condition which may affect rates or charges
- (D) Discontinued material, including any listing, rate, rule or condition
- (I) An increase in rate
- (L) Material relocated from or to another part of tariff schedules with no change in text, rate, rule or condition
- (N) New material including a listing, rate, rule or condition
- (R) A reduction in the rate
- (T) A change in the wording of text with no change in the rate, rule or condition

Date Filed:

Issued by: Leo A. Wrobel, President  
1510 North Hampton Road, Suite 120  
De Soto, TX 75115

Effective:

RULES

Rule 1 - Definitions

Unless the context otherwise requires or, in the case of a special contract, other definitions apply, the following definitions govern the meaning of terms used in this tariff and in special contract for local exchange service.

**Applicant:** The term "Applicant" means an individual, partnership, corporation, association, or government agency that applies to the Company for any new or additional telephone service.

**Base Rate Area:** The term "base rate area" means a closely built up section of an exchange area as shown in the effective and current tariffs of the Incumbent LECs.

**Business Hours:** The phrase "business hours" means the time after 8:30 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.

**Commission:** The term "Commission" means the Connecticut Department of Public Utility Control.

**Company:** The term "Company" or "Utility" means Premiere Network Services, Inc.

**Day:** The term "Day," when used for purposes of applying rates, means 8:00a.m. to 5:00p.m., Monday through Friday, including Legal Holidays.

**Delinquent or Delinquency:** The terms "delinquent" and "delinquency" refer to an account for which payment has not been paid in full on or before the last day for timely payment.

**Evening:** The term "Evening," when used for purposes of applying rates, means 5:00p.m. to 11:00p.m., Monday through Friday, including Holidays.

Date Filed:

Issued by: Leo A. Wrobel, President  
1510 North Hampton Road, Suite 120  
De Soto, TX 75115

Effective:

RULES (Cont'd)

Rule 2 - Description of Service

A. The Company provides business and residential local exchange telephone services between points within the base rate areas of local exchanges served by the Incumbent LECs as shown on the Company's maps contained herein or as incorporated by reference herein.

B. Demarcation

The Company does not undertake, by this tariff, to provide, maintain, repair, or operate any wiring, equipment, facilities, or service on the Subscriber's side of the point of demarcation as specified in the demarcation tariff schedules of Incumbent LECs.

Date Filed:

Issued by: Leo A. Wrobel, President  
1510 North Hampton Road, Suite 120  
De Soto, TX 75115

Effective:

RULES (Cont'd)

Rule 4 - ICB Contracts

- A. Deviations from the rates, terms, and conditions specified in this tariff schedule are not permitted except by special contract.
- 4. Each contract shall be provided on a non-discriminatory basis and shall include provisions for term of contract and the ICB pricing.
- C. In the event a subscriber terminates a contract, the total recurring charges for the remaining months of the contract agreement become due and payable by the subscriber.

Date Filed:

Issued by: Leo A. Wrobel, President  
1510 North Hampton Road, Suite 120  
De Soto, TX 75115

Effective:

RULES (Cont'd)

Rule 5 - Special Information Required on Forms (Cont'd)

B. Deposit Receipts

Each deposit receipt shall contain the following provisions:

"This deposit, less the amount of any unpaid bills for service furnished by the Company, shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period."

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Issued by: Leo A. Wrobel, President  
1510 North Hampton Road, Suite 120  
De Soto, TX 75115

Effective:

RULES (Cont'd)

Rule 7 - Deposits and Advance Payments

A. Deposits:

1. Requirement: The Company may require an Applicant or an existing Subscriber who fails to establish a satisfactory credit history to post a deposit as a guarantee for the payment of charges as a condition to receiving service or additional services. The Company reserves the right to review an Applicant's or Subscriber's credit history at anytime to determine if a deposit is required.
2. Amount: The amount of the deposit will not exceed twice the estimated average bill for the class of service applied for.
3. Nondiscrimination: Deposit requirements will not be based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.
4. Refund or Credit: The Company will refund the deposit, less the amount of any unpaid bills for service furnished by the Company, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first.
5. Interest: Interest on deposits are calculated at 7%, based on rates determined by the South Dakota Public Utilities Commission and rounded to the nearest one-tenth of one percentage point. Interest shall be credited semi-annually to the service account of the Subscriber or paid upon return of the deposit, which ever occurs first.

B. Advance Payments:

1. At the time an application for service is made, an Applicant may be required to pay an amount equal to one month's service charges and applicable service connection charges. The amount of the first month's service charges and applicable service connection charges will be credited to the Subscriber's account on the first bill rendered.
4. Negotiation of a Subscriber's advance payment shall not itself obligate the Company to provide services or continue to provide service if a later check of Applicant's credit record is unacceptable to the Company and no deposit has been tendered. In the event that service is not provided, the advance payment will be refunded.

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RULES (Cont'd)

Rule 8 - Notices

A. General

1. Unless otherwise provided by these Rules, any notice by the Company to a Subscriber must be given by written notice mailed to the Subscriber's last known address. Where written notice is given, the notice will be of a legible size and printed in type having a minimum point size of 10. Mailed notices will be deemed given on the date of mailing as shown by the postmark on the notice or envelope that contains the notice.
2. Unless otherwise provided by these Rules, any notice by a Subscriber or its authorized representative may be given verbally to the Company by telephone or at the Company's business office or by written notice mailed to the Company's business office.

B. Rate Information

Rate information and information regarding the terms and conditions of service will be provided in writing upon request by an Applicant or Subscriber. Notice of major increases in rates will be provided in writing to Subscribers and postmarked at least 30 days prior to the effective date of the increase. No customer notice is required for minor rate increases or for rate decreases. Subscribers will be advised of optional service plans in writing as they become available. In addition, Subscribers will be advised of changes to the terms and conditions of service no later than the Company's next billing cycle.

C. Discontinuance of Service

1. Subscribers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written.

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RULES (Cont'd)

Rule 8 - Notices (Cont'd)

F. Privacy

The Company will, in accordance with the provisions below, furnish Subscribers with a written description of how it handles Subscribers' private information and a disclosure of any ways that such information might be used or transferred that would not otherwise be obvious to the Subscriber. This information will be provided at the time service is initiated and annually thereafter.

Disclosure of Telephone Numbers During 800, 888 and 900 Calls

The Company will provide an annual written notice to all Subscribers that use of 800, 888, and 900 numbers may result in disclosure of the Subscriber's telephone number to the called party.

RULES (Cont'd)

Rule 9 - Rendering and Payment of Bills

- A. Subscribers' bills are issued monthly. The Subscriber will receive bills on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Subscriber. Each bill contains monthly recurring charges billed in advance, usage charges billed in arrears, and the last date for timely payment. Recurring charges will be prorated in the event that the service for which the charges are made is less than 30 days.
- B. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the Company's business office or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, or cashier's check.
- C. Subscribers' payments are considered prompt when received by the Company or its agent within 15 days of the due date. Payments will be credited within 24 hours of receipt by the Company or its agent. The due date is the date the bill is mailed, as shown by the postmark on the billing envelope, or such later date as set forth on the Subscriber's bill. A Subscriber will have 15 days from the due date to timely pay the charges stated.
- D. However, if a Subscriber's service has been discontinued within the past 12 months or if a Subscriber incurs usage charges during a billing period which are equal to at least 200% of the amount of the Subscriber's deposit or guarantee, payment may be demanded for the usage charges by a telephone call to the Subscriber followed by written notification of such demand sent by first class mail. If the usage charges remain unpaid for five days from the rendition of written notification or a mutually established late payment arrangement date or 30 days from the date of the bill, the usage charge will be deemed delinquent.
- E. Charges deemed delinquent will be subject to a late payment charge accruing at the rate of 1-1/2% per month from the due date on all delinquent amounts.
- F. A bill will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, except charges for collect calls, credit card calls, third party calls and "error file" calls (those that cannot be billed due to the unavailability of complete billing information to the Company), which shall have a six-month back billing period.

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RULES (Cont'd)

Rule 11 - Discontinuance and Restoration of Service

A. Discontinuance by Subscribers

1. Subscribers may discontinue service by giving the Company proper notice as specified in Rule 8, section C.1. The subscriber is responsible for payment of all charges incurred for the period during which service is rendered.
2. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Subscriber.

B. Discontinuance by the Company

1. The Company may discontinue service under the following circumstances:
  - (i) Nonpayment of any sum due to the Company for service more than 15 days beyond the due date. In the event an action is brought for nonpayment, the non-prevailing party may be liable for reasonable court costs and attorney's fees as determined by the Commission or by the court.
  - (ii) A violation of, or failure to comply with, any regulation governing the furnishing of service.
  - (iii) In accordance with the provisions of Rule 16.
  - (iv) Failure to post a required deposit or guarantee.
  - (v) In the event that the Subscriber supplied false or inaccurate information of a material nature in order to obtain service.
  - (vi) Incurring charges not covered by a deposit or guarantee and evidencing an intent not to pay such charges when due.
  - (vii) Any violation of the conditions governing the furnishing of service.
2. Service may be discontinued during business hours on or after the date specified in the notice of discontinuance, which date will be at least 7 days after such notice is given. Service will not be discontinued on a Saturday, Sunday, legal holiday, or any other day when the Company's offices are not available to facilitate reconnection of service.

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RULES (Cont'd)

Rule 12 - Information to be Provided to the Public

- A. A copy of this tariff schedule will be available for public inspection during regular business hours in the Company's business office.
- B. A copy of this tariff will be provided by the Company on request upon payment of a nominal fee to cover postage and copying costs.

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RULES (Cont'd)

Rule 14 - Limitation of Liability

A. Liability of the Company

1. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct, or violations of law.
2. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
3. The Company will not provide a credit allowance for interruptions of service caused by the Subscriber's facilities, equipment, or systems.
4. Except as provided in section A.3, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in any of the services or facilities furnished by the Company under this tariff up to and including its local loop demarcation point, including exchange, toll, private line, supplemental equipment, alphabetical directory listings (excluding the use of bold face type), and all other services, shall in no event exceed an amount equal to the pro rated charges to the Subscriber for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error, or defect, provided, however, that where any mistake, omission, interruption, delay, error, or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Subscriber for all services or facilities for the period affected by the mistake, omission, interruption, delay, error, or defect.
5. The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company:

The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer, an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to 30 days. When the interruption continues beyond 24 hours, credit allowances will be given in successive 24-hour multiples.

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RULES (Cont'd)

Rule 14 - Limitation of Liability (Cont'd)

A. Liability of the Company (Cont'd)

6. Subject to Section A.3 of this rule, the Company shall allow for errors or omissions in alphabetical telephone directories (excluding the use of bold face type) an amount within the following limits:
  - a. For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error occurred.
  - b. For listings and lines of information in alphabetical telephone directories furnished at additional charge, an amount not in excess of the charge to the Customer for exchange service during the period the error or omission occurred.
  - c. For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission continued.
  - d. For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.
  - e. For listings in telephone directories furnished in connection with mobile telephone service, an amount not in excess of the guarantee and fixed charges for the service during the effective life of the directory in which the error occurred.
7. The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience.

When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversation or Customers' service.
8. The Company shall not be liable for errors in transmitting, receiving, or delivering oral messages by telephone over the lines of the Company and connecting utilities.

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RULES (Cont'd)

Rule 16 - Change of Service Provider

A. Solicitation of Customer Authorization for Service Termination and Transfer

Solicitations by the Company or other carriers, or their agents, of Subscriber authorization for termination of service with an existing carrier and the subsequent transfer to a new carrier must include current rate information on the new carrier and information regarding the terms and conditions of service with the new carrier. All such solicitations must be legible and printed in a minimum point size type of at least 10 points. A penalty or fine may apply for each violation of this rule.

B. Unauthorized Service Termination and Transfer

The Company or other carrier, as applicable, will be held liable for both the unauthorized termination of service with an existing carrier and the subsequent transfer to its own service. The Company and other carriers are responsible for the actions of their respective agents that solicit unauthorized service termination and transfers. If the Company or other carrier engages in such unauthorized activity, the Company or other carrier, as applicable, shall restore the Subscriber's service to the original carrier without charge to the Subscriber. All billings during the unauthorized service period shall be refunded to the applicant or Subscriber. A penalty or fine payable to the Commission may apply to each violation of this rule. If the Company or other carrier engages in such unauthorized activity, the Company or other carrier, as applicable, shall reimburse the original carrier for reestablishing service at the tariff rate of the original carrier.

C. The Company shall provide subscribers the ability to presubscribe to the carrier of their choice for both interLATA and intraLATA services.

RULES (Cont'd)

Rule 18 - Returned Check Charge

- A. If a check for payment of any deposit, advance, or charge is returned to the Company by the bank, for any reason other than bank error, a Returned Check Charge of \$25.00 will added to the amount due.
- B. If telephone service is disconnected or suspended for nonpayment as a result of a returned check, the Returned Check Charge, as well as any other applicable charges, must be paid before service will be re-established.
- C. If a check received as a deposit or advance payment to establish service is returned, establishment of service will be denied until the amount of the returned check and the Returned Check Charge is paid, or, if already connected, the service will be discontinued until the Returned Check Charge and other amounts applicable to discontinuance and reestablishment of service are paid.

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RULES (Cont'd)

Rule 19 - Discounts for Qualifying Public Service Agencies (Cont'd)

3. Qualifying Community Based Organizations

Organizations described in 26 U.S.C. §§ 501(c)(3) or 501(d) that offer health care, job training, job placement, or educational instruction shall, upon furnishing proof of such qualifications, be entitled to receive, if offered by the Company under its tariff at the time service is requested, switched 56, ISDN, or T-1 services, or their functional equivalents at rates that are 25% below the tariff rates charged to other businesses for that service. Such organizations shall be limited to a total number of: two switched 56 lines or their functional equivalents; two ISDN lines or their functional equivalents; one switched 56 line or its functional equivalent and one ISDN line or its functional equivalent; or one T-1 line or its functional equivalent.<sup>1</sup>

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<sup>1</sup> Services provided at discounted rates may not be resold to, or shared with, any non-qualifying entity or person.

SECTION 1 BASIC SERVICES

A-1 Service Charges

1. Connection Charge: A non-recurring charge which applies to the installation of new service, the transfer of an existing service to a direct location or a change from one class of service to another at the same or a different location. Connection Charges are listed with each service to which they apply.
4. Service Restore Charge: A non-recurring charge applying each time service is reconnected after suspension or termination for nonpayment but before cancellation of service.

A-2 Basic Business Service

1. Applicability

These rates are applicable to business service.

2. Territory

Within the base rate areas of all exchanges served by the Company.

3. Rates

a. Flat Rate Service, monthly recurring charge:

Rate Class 1	\$ 28.33
Rate Class 2	\$ 31.03
Rate Class 3	\$ 33.73
Rate Class 4	\$ 36.43
Rate Class 5	\$ 39.13

Service Establishment, non-recurring charge: \$ 65.00

b. Measured Usage Service, monthly recurring charge:

Rate Class 1	\$ 20.12
Rate Class 2	\$ 20.12
Rate Class 3	\$ 20.12
Rate Class 4	\$ 20.12
Rate Class 5	\$ 20.12

Service Establishment, non-recurring charge: \$ 65.00

Usage Charges (per minute):

- (1) Peak \$ 0.0350  
(2) Off-Peak \$ 0.0245

SECTION 1 BASIC SERVICES (Cont'd)

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20 DID Station Numbers	\$ 10.40
DID Trunk Termination, First Trunk	\$ 13.50
DID Trunk Termination, First Trunk	\$ 13.50

b. Non-recurring Charges:

20 DID Station Numbers	\$ 65.00
DID Trunk Termination, First Trunk	\$733.50
DID Trunk Termination, First Trunk	\$ 56.79

In addition to the Non-recurring Charges listed below, Service Order Charges apply as described in this tariff.

c. Usage:

Basic Business Service usage rates apply.

d. Hunting Service Charge

Installation Charge (non-recurring):	\$ ICB
(Per trunk line arranged for hunting, per month):	\$ ICB

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SECTION 1 BASIC SERVICES (Cont'd)

A-3 Business PBX Trunk Service

1. Applicability

These rates are applicable to business basic PBX trunk services.

2. Territory

Within the base rate areas of all exchanges served by the Company.

3. Rates

SECTION 1 BASIC SERVICES (Cont'd)

A-4 Business Direct Inward Dialing Service (Cont'd)

4. Special Terms and Conditions

- a. DID service must be provided on all lines in each trunk group arranged. Each DID trunk group will be considered a separate service. If non-DID trunks are furnished, they must be in a separate trunk group from the DID service trunks.
- b. PBX Trunk Service, provided in accordance with this tariff, is required in sufficient quantities to meet traffic demands. Charges for such service are in addition to charges for DID service.

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SECTION 1 BASIC SERVICES (Cont'd)

A-5 Residential Service (Cont'd)

3. Rates (Cont'd)

c. Message Service, monthly recurring charge:

Rate Class 1	\$ 7.37
Rate Class 2	\$ 8.07
Rate Class 3	\$ 8.77
Rate Class 4	\$ 9.47
Rate Class 5	\$10.17

Service Establishment, non-recurring charge: \$ 45.00

Usage Charges (per call): \$ 0.135

Call Allowance: 30

d. Hunting Service Charge

Installation Charge (non-recurring):

\$ 100

(Per line arranged for hunting, per month):

\$ 100

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SECTION 1 BASIC SERVICES (Cont'd)

A-6 Residential Lifeline Service (Cont'd)

1. Special Terms and Conditions (Cont'd)

- c. The Subscriber's total household income for the fiscal year in which Lifeline service is provided, including the income of all family members and other individuals who are functioning along with the Subscriber as a single domestic enterprise, must not exceed the following limits:

<u>Household Size</u>	<u>Income Limitation</u>
1-2	\$17,750
3	\$20,910
4	\$25,090
Each Additional Member	\$4,180

No person who is claimed as a dependent on another person's income tax return is eligible for Lifeline service. The Subscriber's total household income is subject to verification by the Commission or by the Company.

- d. Subscribers to and Applicants for Lifeline service must certify, on a form as provided by the Company, at the time the initial application for Lifeline service is made and annually thereafter or at any time the eligibility criteria for Lifeline service change, that they meet the eligibility criteria established herein. Such certification must be provided to the Company before Lifeline service will be provided. The Company will mail new certification forms to Lifeline Subscribers annually and at any other time the eligibility criteria change. In the event the Company does not receive a Subscriber's certification of eligibility within 60 days of the date the new forms are mailed by the Company, the Subscriber's service will be changed to Basic Residential Measured Service (for Subscribers to measured service) or to Residential Flat Rate Service (for subscribers to flat rate service). In such case, no change charge will apply.

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## SECTION 2 CUSTOM CALLING SERVICES

### A-1 Features

Custom Calling Features may be offered subject to availability from the underlying carrier.

#### 1. Call Forwarding

Call Forwarding allows for the automatic forwarding (transfer) of all incoming calls to another telephone number. The line can be restored to normal operation at any time.

Busy Call Forwarding allows the forwarding of incoming calls when the line is busy. The forwarded number is fixed by the service order.

Delayed call Forwarding allows the forwarding of incoming calls when the line remains unanswered after a present number of rings. The number of rings and the forwarded number are fixed by the service order.

Select Call Forwarding allows the automatic forwarding (transfer) of calls from up to ten pre-selected numbers to another telephone number. The line can be restored to normal operation at any time.

Remote Access Call Forwarding allows the activation and deactivation of the Call Forwarding feature and changes to the forwarded number to number from a location other than where the service is located.

#### 2. Call Waiting

Call Waiting sends a tone signal while a call is in progress to indicate a second call is waiting; and by operation of the switchhook, to place the first call on hold and answer the waiting call. Operation of the switchhook permits passage back and forth between the two calls, but a three-way call cannot be established.

Cancel Call Waiting allows the dialing of an activation code prior to making a call to cancel the Call Waiting feature. Cancel Call Waiting must be activated and time Call Waiting is canceled.

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SECTION 2 CUSTOM CALLING SERVICES (Cont'd)

A-2 Rates and Charges

The following monthly rates are in addition to the rates and charges for

Call Forwarding:	Non-Recurring Charge	Monthly Rate
Busy Call Forwarding:		
- each residential line	\$5.00	\$3.50
- each business line	\$6.00	\$4.20
Delayed Call Forwarding:		
- each residential line	\$5.00	\$3.50
- each business line	\$6.00	\$4.20
Remote Access Call Forwarding:		
- each residential line	n/a	n/a
- each business line	\$6.00	\$1.50
Any change to Busy or Delayed Call Forwarding features:		
- each residential line	\$5.05	
- each business line	\$6.00	
Call Waiting:		
- each residential line	\$5.00	\$3.50
- each business line	\$6.00	\$4.20
Three-Way Calling		
Speed Calling (8 Code Capacity):		
- each residential line	\$5.00	\$3.50
- each business line	\$6.00	\$4.20
Priority Ringing:		\$3.00
Repeat Dialing:		\$3.00
Call Screening:		\$3.00
Call Return:		\$3.00

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SECTION 3 MISCELLANEOUS SERVICES (Cont'd)

A-3 Directory Assistance

Users of the company's calling services (excluding 800 services), may obtain assistance in determining telephone numbers within California by calling the Directory Assistance operator.

Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

A Directory Assistance call charged to a calling card or commercial calling card or to a third number will be billed the appropriate operator charge, as specified in this tariff, plus the charge for Directory Assistance.

Non-published telephone numbers are not available from the Directory Assistance service.

- |   | <u>Charge</u> |
|---|---------------|
| 1. Directory Assistance (per call):   | \$0.50        |
| 2. A credit will be given for calls to Directory Assistance when:   |               |
| a. the Customer experiences poor transmission or is cut-off during call.  |               |
| b. the Customer is given an incorrect telephone number, or the Customer inadvertently misdials an incorrect Directory Assistance NPA. |               |
| c. to receive a credit, the Customer must notify the Company of the problem experienced.  |               |

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**Tariff Applicable To  
Intrastate Telecommunications Services  
Provided within the State of South Dakota**

By

**PREMIERE NETWORK SERVICES, INC.**

Date Filed:

Effective:

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Premiere Network Services, Inc.  
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South Dakota PUC  
500 E. Capitol  
Pierre, SD 57501

SD P.U.C No. 2-Toll  
Original Page 2

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#### EXPLANATION OF SYMBOLS

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule, or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction..
- (T) To signify change in wording of text but not change in rate, rule or condition.

#### EXPLANATION OF ABBREVIATIONS

- LATA Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.
- LEC Local Exchange Company.
- NECA National Exchange Carriers Association.

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**SECTION 1 - DEFINITIONS, (CONT'D.)**

**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 that 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 purposes of rating calls.

**Premiere** - Used throughout this tariff to refer to Premiere Network Services, Inc.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Limitations

- 2.3.1 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.
- 2.3.2 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.
- 2.3.3 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.
- 2.3.4 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 Premiere in its reasonable judgment.

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DeSoto, TX 75115

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Liability**

- 2.5.1 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 not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.5.2 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.
- 2.5.3 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.

Date Filed: \_\_\_\_\_

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

Issued by: Leo A. Wrobel, President  
Premiere Network Services, Inc.  
1510 N. Hampton, Suite 120  
DeSoto, TX 75115



**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Liability, (cont'd.)**

**2.5.6** 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 servicemark 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 systems 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.

**2.6 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.

Date Filed: \_\_\_\_\_

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

Issued by: Leo A. Wrobel, President  
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DeSoto, TX 75115

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Billing and Payment for Service, (cont'd)**

**2.7.2 Payment for Service**

All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. 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.

**2.7.3 Late Payment Fees**

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

**2.7.4 Return Check Charge**

The Company reserves the right to assess a return check charge of \$25.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.

Date Filed: \_\_\_\_\_

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

Issued by: Leo A. Wrobel, President  
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1510 N. Hampton, Suite 120  
DeSoto, TX 75115

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.10 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.

**2.11 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 Premiere's service.

When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry. Provided the equipment utilized by the customer does not cause harmful interference to the network, in the judgment of Premiere. Premiere will not preclude the customer from use of any FCC-approved equipment. Premiere reserves the right in these cases to not guarantee a particular data speed for data transmission, rather, Premiere will however ascertain that the conditioning level for the type of services meets applicable specifications.

Date Filed: \_\_\_\_\_

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

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.14 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.

Date Filed: \_\_\_\_\_

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

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Premiere Network Services, Inc.  
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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.16 Refusal or Discontinuance by the Company, (cont'd.)**

**2.16.4** For any violation of law or of any of the provisions governing the furnishing of service under this tariff: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.

**2.16.5** For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.

**2.16.6** For unauthorized or unlawful use of Travel Service numbers and Authorization Codes: Travel Service numbers and Authorization Codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or codes shall result in the immediate termination of service without notice.

**2.17 Restoration of Service**

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

Date Filed: \_\_\_\_\_

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

Issued by: Leo A. Wrobel, President  
Premiere Network Services, Inc.  
1510 N. Hampton, Suite 120  
DeSoto, TX 75115

### SECTION 3 - SERVICE DESCRIPTIONS AND RATES

#### 3.1 General

Premiere offers direct dialed intra LATA (1+) service, inbound toll-free number service and travel card services under terms of this tariff. Long distance when it is provided, is through a separate affiliate certificated specifically to provide that service.

Date Filed:

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SECTION 3 – SERVICE DESCRIPTIONS AND RATES (CONT'D)

3. Two-Point Service (cont'd)

3.3 Classes of Service

Service is offered on a Station-to-Station or on a Person-to-Person basis. Day, Evening, Night and Weekend rates apply to all classes of service excluding the operator service charges specified in 1.4.2, as

3.3.1 All Classes of Service

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAY RATE PERIOD Full Rate					Night & Weekend Rate Period 40% Discount	
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD 25% Discount					Night & Weekend Rate Period 40% Dis.	Evening Rate Period 25% Dis.
11:00 PM TO 8:00 AM*	NIGHT and WEEKEND RATE PERIOD 40% Discount						

\* Up to but not including.

3.3.2 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
Independent Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Christmas Day	December 25

3.3.3 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

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)

3. Two-Point Service (Cont'd)

3.4 Time of Day

The time when connection is established, as provided in 1.4, following, determined in accordance with the time-standard or daylight savings - legally or commonly in use at the location of the rate center of the calling service point, determines whether Day, Evening, Night or Weekend rates apply. This rule applies whether the message is sent paid or collect.

3.5 Rates

The following rates apply to intrastate intraLATA business between service points within the designated LATAs in the State of Connecticut:

3.5.1. Usage - All Classes of Service

- (A) Initial period rates indicated in the rate tables in 3.6 are for connections of one minute or any fraction thereof.
- (B) All additional minute rates indicated in the rate tables in 3.6 are for each additional minute or any fraction thereof, that the connection continues beyond the initial period.
- (C) When the connection is established in one rate period and ends in another, the rate for each rate period applies to the portion of the connection occurring within that rate period. In the event that a minute of use is split between two rate periods, the rate in effect at the start of that minute applies.
- (D) Discounts for the Evening, and Night and Weekend reduced rate periods indicated in the table in 3.3.4, preceding, are expressed as a percent reduction of the charge calculated at the rates indicated in the table in 3.6 are applied to message connections established during the periods indicated in 3.3.4, preceding.
- (E) Discounts apply to the charge for the initial minute occurring within the discount rate period and to all additional minutes occurring within each discount rate period. The discount is computed separately for charges in each rate period and the results are then totaled. When application of the discount results in a fractional charge, the amount will be rounded down to the lower cent.

Date Filed: \_\_\_\_\_

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

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**SECTION 3 – SERVICE DESCRIPTIONS AND RATES (CONT'D)**

**3. Two-Point Service (cont'd)**

**3.5. Rates (cont'd)**

**3.5.2 Charges (cont'd)**

**(B) Rates (Cont'd)**

**PERSON TO PERSON SERVICE (1)**

Non-Automated	\$2.80
Semi-Automated	2.80

**OTHER SERVICES**

Line Status Verification (2)	\$1.35
Busy Interrupt (2)	2.10

(C) Where the customer direct dials the Directory Assistance number, the charge is assessed according to the following procedure.

- (1) Person-to-person service may be billed to a calling card, billed to a third number, or billed as collect at no additional charge.
- (2) This charge is not applicable where an operator is requested to verify or interrupt intraLATA interexchange calls to or from authorized emergency agencies (i.e., police, fire and ambulance). Agencies that are not obvious emergency agencies may apply for an exemption so that charges as set forth, for line status verification and busy interrupt, are not applicable.

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**SECTION 3 – SERVICE DESCRIPTIONS AND RATES (CONT'D)**

**3. Two-Point Service (Cont'd)**

**3.5.1. Rates (Cont'd)**

**3.5.3. Timing of Messages**

- (A) On Station-to-Station calls, chargeable time begins when Connection is established between the calling and the called Service points, mobile telephone system or private exchange system.
- (B) On Person-to-Person calls, chargeable time begins when connection is established between the calling person and the particular person or service point specified or an agreed upon alternate.
- (C) Chargeable time ends when the connection is terminated at any point.
- (D) Chargeable time ends when the calling service point "hangs up" thereby releasing the network connection. If the called service point "hangs up" but the calling service point does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the SWBT operator. Whose operators will they use?
- (E) Chargeable time does not include time lost because of faults or defects in service.

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**SECTION 3 – SERVICE DESCRIPTIONS AND RATES (CONT'D)**

**3. Two-Point Service (cont'd)**

**3.5. Conference Service**

**3.5.1 Definition**

Long Distance Message Telecommunications Conference Service is the furnishing of simultaneous connections between three or more intralATA exchange access arrangements.

**3.5.2 Conditions Under Which Service is Furnished**

3.5.2.1 Service is furnished where and to the extent that service components permit.

3.5.2.2 The connections will be established on either a Person-to-Person or Station-to-Station basis.

3.5.2.3 Premiere will, upon request, attempt to establish the conference connections at a specified time.

3.5.2.4. Charges for conference service may be reversed provided that the total charge is billed against one called service point and that the charge is accepted at the designated service point.

**3.5.3 Timing of Messages**

3.5.3.1 The chargeable duration of the message is the elapsed time between the start of the conversation, with all service points on the intralATA conference connection, and the time at which the disconnect signal is received from the originating service point, except as provided in 3.7.3.2, following.

3.5.3.2 When the originating customer requests that one or more service points be added to or disconnected from an intralATA conference call on which conversation is in progress, that call is considered terminated and a new call is considered initiated to the revised group of service points.

3.5.3.3 Chargeable time does not include time lost because of faults or defects in the service.

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Effective:

### SECTION 3 - SERVICE DESCRIPTIONS AND RATES

#### 3.7. Special Reduced Rates

##### 3.7.1 Rates Applicable on Certain Holidays

- 3.7.1.1 On Christmas Day (December 25) and on New Year's Day (January 1), Independent Day (July 4), Thanksgiving Day and Labor Day and on resulting legal holidays when Christmas, New Year's or Independence Day legal holidays fall on dates other than December 25, January 1 or July 4, the holiday rate applicable on all classes of two-point LDMTS between intraLATA service points within the State of South Dakota, is the Evening rate, unless a lower rate would normally apply. Discounts do not apply to service charges as specified in 3.4.2.

#### 3.8. Carrier Access Service

Originating and terminating switched access lines are available to access long distance 1-800+, 800, 900, and other IXC service via Premiere access line. The charges shown on the following page are rendered to IXC's through the appropriate billing systems and settlement mechanisms. These rates have been adopted from a cost-based rate case study for a major Connecticut local carrier. They may be subject to change in the future if Premiere adopts another state-certified rate or initiates its own cost study. [Need help here](#)

##### 3.8.1 Monthly Recurring Charges

Originating Common Carrier Line	0.01730000
Originating Local Switching	0.01230000
Originating Residual Interconnection Charge	0.00000000
Terminating Common Carrier Line	0.01994000
Terminating Local Switching	0.01230000
Terminating Residual Interconnection Charge	0.00000000
Directory Assistance per Call	0.85000000

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Premiere Network Services, Inc.  
1510 N. Hampton, Suite 120  
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## SECTION 5 - PROMOTIONS

### 5. 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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Issued by: Leo A. Wrobel, President  
Premiere Network Services, Inc.  
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DeSoto, TX 75115

## EXHIBIT 6

### **PERSONNEL QUALIFICATIONS**

Chavvon Smith is currently the Director of E-Commerce and Distributors for Premiere Network Services, Inc. A 1999 graduate of the University of Texas, Mr. Smith has a BBA in Finance, and 7 years of experience in the Telecom and Networking industry, with an emphasis in emerging technologies. Chavvon Smith was previously employed by EDS where he was part of the fiber network team, with the goal of developing the network and clientele base for the newly established central region. As the lead sales person at Premiere, Mr. Smith is responsible for developing new marketing tactics for Premiere Network Services, Inc. Considering that our target customer base consist of Enterprise Customers, we contact our customers direct and do not employ mass marketing campaigns. Although Premiere provides residential as well as commercial service, Premiere's target base is Fortune 1000 customers. We market to that clientele accordingly through conferences and other industry mediums.

**EXHIBIT 8**

**MANAGERIAL & TECHNICAL QUALIFICATIONS**

**Harold J. Erbs** is co-founder and former CEO of Qwest. An accountant by trade, Harold Erbs has proven to be savvy financial complement to Wrobel, and battle-tested chairman to Premiere. Education: BS/Accounting, St. Louis University (1954) and an MBA from the University of Texas (1983).

**H. Bryan Bonham** has 18+ years' experience in long distance and operator service companies. Bryan has extensive regulatory experience and serves as President and CEO of Washington DC - based CommDev/CDM. Education: Bachelor of Science degree in Social and Business Sciences, University of Virginia (1985).

**Archie M. Croom** has 25+ years' experience in data communications in network analysis, engineering, modeling, and design. Education: BS - Electrical Engineering from the University of Texas (1970).

**William H. Maybaum** has 25+ years' in the industry, including executive positions at Fidelity Investments and The DMW Group. His career experience includes electronic manufacturing, service bureau operations, and consulting and financial services. Bill led Fidelity's communications organization with a staff of 200, and was responsible for development of services focused on global call center solutions and automated voice services. Education: Bachelors in Applied Mathematics and Systems Analysis, Michigan State (1970).

**Gen. Donald R. Walker**, USAF, ret, is former President of USAA Information Technology Company (ITCO) where he oversaw the world's largest call center operation. In the Air Force, Don wore two hats in a 2200 person contracting agency responsible for launch and operation of numerous national reconnaissance space systems with \$22 billion in active contracts. He was also responsible for a \$3.5 billion annual budget as Director, Acquisitions and Operations. General Walker led the Advance Development Team charged with developing the post Cold War architecture and acquisition planning for our nation's space-based reconnaissance systems. Education: Wharton Business School, Advanced Executive Education Program (1999), Professional Project Manager Certification, Project Management Institute (1998), Program Manager Executive, Defense Systems Management College (1987), Distinguished Graduate, Air War College, (1985), MBA, Auburn University (1980), MS Mechanical Engineering, University of Southern California (1971), BS Engineering Science, U.S.A.F. Academy (1966).

**Gerald R. Mayfield** has 30+ years in the industry, including an executive position as president of the world renowned DMW Group. His experience includes investing, managing, developing businesses, marketing and consulting. He also served as a Venture Partner with Accel Partners where he advised and developed venture funded companies. Mr. Mayfield has served on the Board of Directors of several companies including an independent telephone company, a software company, an equipment manufacturer and a telecom facilities management firm. Education: BS/MS degrees, Electrical Engineering, Oklahoma State University.



## EXHIBIT 9

### **CERTIFICATE OF AUTHORITY & PENDING APPLICATIONS IN OTHER STATES**

Alabama	unknown	Approval Pending
Arkansas	Docket 00-175-U	Approval Pending
California	unknown	Approved 1999
Colorado	Docket 00A-175T	Approved June 2000
Connecticut	Docket 00-03-26	Approval Pending
Florida	unknown	Approved 1999
Illinois	Docket 00-0484	Approval Pending
Indiana	Docket 41770	Approved 1999
Kentucky	unknown	Approval Pending
Louisiana	unknown	Approval Pending
Maryland	unknown	Approval Pending
Massachusetts	Tariff approval only	Approved May 2000
Michigan	unknown	Approval Pending
Nevada	unknown	Approval Pending
New Hampshire	unknown	Approval Pending
New York	Docket C00-C-0790	Approved May 2000
North Carolina	Docket P996	Approval Pending
Ohio	Docket 00-990-TP-ACE	Approval Pending
Oklahoma	Docket 200000301	Approval Pending
Pennsylvania	unknown	Approved
Texas	unknown	Approved 1999*
Vermont	unknown	Approval Pending
Virginia	Docket 000520412	Approval Pending
Washington	Docket UT-000-938	Approved July 2000
West Virginia	unknown	Approval Pending
Wisconsin	Docket 4838-NC-100	Approved August 2000

\*Premiere is currently offering local and interexchange service in the State of Texas

COMPETITIVE COMMUNICATIONS GROUP

August 15, 2000

Ms. Heidi Higer  
US West  
Manager - Administration  
1801 California Street  
Suite 2340  
Denver, Colorado 80202

RE: REQUEST FOR INTERCONNECTION NEGOTIATIONS

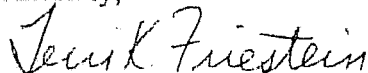
Dear Ms. Higer,

This letter is to inform you that Premiere Network Services, Inc. (Premiere) request that Qwest, formerly US West Telephone Operations or the appropriate related Qwest corporate entity, commence negotiations to enter into a facilities based and resale Interconnection Agreement in accordance with the Telecommunications Act of 1996. Premiere seeks to enter into a detailed agreement in the States of Washington, Oregon, Idaho, Montana, Wyoming, North Dakota, South Dakota, Nebraska, Minnesota, Utah, Colorado, Arizona, New Mexico, California, Nevada and Iowa.

We understand that either party may request that the State Commission arbitrate any unresolved issues 135 days after you have received this letter, pursuant to Section 332(b) of the Act. Upon receipt of your response we hope to arrange with Qwest a preliminary schedule of meetings to discuss facilities based and resale interconnection issues in detail. Please forward a copy of the Qwest Interconnection Agreement template upon receipt of this letter and any Non-Disclosure Agreements you may require.

Questions and correspondence may be directed to the undersigned at 10806 Garrison Hollow Road, Clear Spring, Maryland 21722, 301-842-1437.

Sincerely,



Terri K. Firestein  
Consultant, Competitive Communications Group  
On behalf of

Leo Wrobel  
Premiere Network Services, Inc.

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

In the Matter of the Application of	)	
Premiere Network Services, Inc.	)	
Certificate of Public Convenience	)	
And Necessity to Provide Interexchange	)	Case No. _____
Telecommunications Services and Local	)	
Exchange Service Within the State	)	
Of South Dakota	)	

**REQUEST FOR PROTECTIVE ORDER**  
**OF COMPANY FINANCIAL AND MARKETING**  
**INFORMATION**

In the matter of consideration of the Application of Premiere Network Services, Inc. ("Premiere" or "Applicant") for provision of local, access, and interexchange telecommunications services in the state of South Dakota, Premiere respectfully submits this requests of Protective Order. It is anticipated that Premiere may designate certain documents and information to be subject to varying degrees of confidentiality and exempt from public disclosures, and as so stated in South Dakota Admin Rule 20:10:01:39, 20:10:01:40 and 20:10:01:41.


A redacted Application for a Certificate of Public Convenience and Necessity has been filed under the rules and regulations of the South Dakota Public Utilities Commission ("Commission"). The financial and marketing information has been removed from the Application and attached as part of this filing as Exhibit 4 and Exhibit 12.

**RECEIVED**  
**SEP 15 2009**  
**SOUTH DAKOTA PUBLIC**  
**UTILITIES COMMISSION**

Premiere does not argue that the Commission needs to review financial information for approval of the Certificate of Public Convenience and Necessity. However, the information requested by the Commission is commercial information that would allow competitors to determine the financial strength of Premiere. In addition, the information could be used to the competitive advantage of potential competitors, which would harm the position of Premiere.

Premiere considers public disclosure of its financial information as a violation of trade secrets, thereby providing competitors an advantage in the telecommunications market. Therefore, Premiere respectfully requests the approval of this motion for protection of public disclosure of company confidential financial and marketing information.

Respectfully submitted,

  
Terri K. Firestein, Consultant  
Premiere Network Services, Inc.

\* Attached is a Letter of Authority providing the authorization of Ms. Firestein's signature.

## LETTER OF AUTHORIZATION

To Whom It May Concern:

This is to advise that Competitive Communications Group (CCG) is an authorized representative of Premiere Network Services, Inc. with the authority to take the following actions on behalf of Premiere Network Services, Inc.:

1. Execute on behalf of Premiere Network Services, Inc. as a corporate designated representative, certification documents and to process local certification documents in any state on behalf of Premiere Network Services, Inc.
2. Execute on behalf of Premiere Network Services, Inc. any required documentation to transact business on behalf of Premiere Network Services, Inc. and to process any documentation necessary to transact business in any state.
3. Sign, file and notarize on behalf of Premiere Network Services, Inc. any document and/or process any document for any of the purposes listed in Paragraphs 1 and 2.

Premiere Network Services, Inc.  
1510 North Hampton Road - Suite 120  
DeSoto, TEXAS 75115

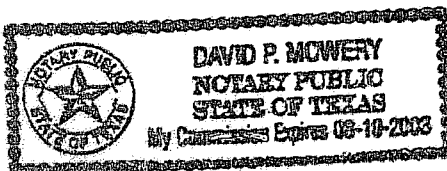
  
Name: Leo A. Wrobel

Title: President

STATE OF TEXAS, DALLAS COUNTY, to wit:

I HEREBY CERTIFY that, on this 7<sup>th</sup> day of February, 2000, before me, a Notary Public in and for the State and County aforesaid, personally appeared Leo A. Wrobel, the authorized representative of Premiere Network Services, Inc., personally known or made known to me and he/she made oath, under the penalties of perjury, that the facts and statements contained in this Letter of Authorization document are true and that he acknowledged to me that he freely and voluntarily executed the same for the purposes stated therein.

WITNESS my hand and Notarial Seal.



  
David P. Mowery, Notary Public

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

In the Matter of the Application of	)	
Premiere Network Services, Inc.	)	
Certificate of Public Convenience	)	
And Necessity to Provide Interexchange	)	Case No. _____
Telecommunications Services and Local	)	
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Respectfully submitted,

  
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Premiere Network Services, Inc.

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This is to advise that Competitive Communications Group (CCG) is an authorized representative of Premiere Network Services, Inc. with the authority to take the following actions on behalf of Premiere Network Services, Inc.:

1. Execute on behalf of Premiere Network Services, Inc. as a corporate designated representative, certification documents and to process local certification documents in any state on behalf of Premiere Network Services, Inc.
2. Execute on behalf of Premiere Network Services, Inc. any required documentation to transact business on behalf of Premiere Network Services, Inc. and to process any documentation necessary to transact business in any state.
3. Sign, file and notarize on behalf of Premiere Network Services, Inc. any document and/or process any document for any of the purposes listed in Paragraphs 1 and 2.

Premiere Network Services, Inc.  
1510 North Hampton Road - Suite 120  
DeSoto, TEXAS 75115

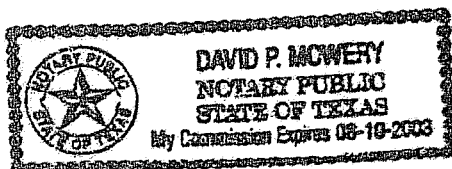
Name: Leo A. Wrobel

Title: President

STATE OF TEXAS, DALLAS COUNTY, to wit:

I HEREBY CERTIFY that, on this 7<sup>th</sup> day of February, 2000, before me, a Notary Public in and for the State and County aforesaid, personally appeared Leo A. Wrobel, the authorized representative of Premiere Network Services, Inc., personally known or made known to me and he/she made oath, under the penalties of perjury, that the facts and statements contained in this Letter of Authorization document are true and that he acknowledged to me that he freely and voluntarily executed the same for the purposes stated therein.

WITNESS my hand and Notarial Seal.



  
David P. Mowery, Notary Public



CONFIDENTIAL

# [U]

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

NATIONSBANK, N.A.  
MARYLAND  
7-163520-2374

8/22/2000

PAY TO THE ORDER OF South Dakota Public Utilities Commission

\$ 250.00

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

South Dakota Public Utilities Commission

MEMO Premiere Filing Fee



⑈006028⑈ ⑆052001633⑆ 393 434 6112⑈

COMPETITIVE COMMUNICATIONS GROUP LLC  
South Dakota Public Utilities Commission

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
08/22/2000	Bill	08/22/2000	250.00	250.00		250.00
Check Amount						250.00

TC 00-134

RECEIVED

SEP 05 2000

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Cash - Operating

Premiere Filing Fee

South Dakota Public Utilities Commission

**WEEKLY FILINGS**

For the Period of August 31, 2000 through September 6, 2000

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

**ELECTRIC**

**EL00-025** In the Matter of the Joint Request for Assigned Service Territory Exception between Watertown Municipal Utilities Department and Codington-Clark Electric Cooperative, Inc.

Watertown Municipal Utilities Department has purchased 2.7 miles of electric distribution system on the east side of Watertown from Codington Clark Electric Cooperative. Watertown Municipal Utilities Department and Codington Clark Electric Cooperative are jointly requesting an exception to assigned service territory for the services on the portion of the electric distribution system purchased by Watertown Municipal Utilities.

Staff Analyst: Michele Farris  
Staff Attorney: Karen Cremer  
Date Docketed: 09/06/00  
Intervention Deadline: 09/22/00

**NATURAL GAS**

**NG00-008** In the Matter of the Filing by MidAmerican Energy Company for Approval of a Refund Plan for 2000 Distribution of Kansas Ad Valorem Tax Refund.

Application by MidAmerican Energy to refund amounts related to Kansas Ad Valorem taxes paid from 1983 to 1988. The refund is a result of Kansas property taxes being added to natural gas prices resulting in prices that exceeded the maximum lawful price of natural gas pursuant to the Natural Gas Policy Act of 1978. MidAmerican previously requested deferral of this refund until a final determination of the refund amount was decided by the Federal Energy Regulatory Commission (FERC) or the courts. MidAmerican is now filing a refund plan to initiate the refund at this time subject to true up of the final amount as determined by the FERC, the courts or a settlement of the parties in this matter.

Staff Analyst: Dave Jacobson  
Staff Attorney: Karen Cremer  
Date Filed: 09/06/00  
Intervention Deadline: NA

**TELECOMMUNICATIONS**

**TC00-133** In the Matter of the Filing for Approval of an Interconnection Agreement between Qwest Corporation and @link Networks, Inc.

A Resale Interconnection Agreement between Qwest Corporation and @link Networks, Inc. was filed with the Commission for approval. The agreement is a negotiated agreement wherein the parties set forth terms, conditions and prices for provisioning services for resale and certain unbundled network elements, ancillary functions and additional features. The agreement also sets forth terms, conditions and prices under which the parties agree to interconnect and pay reciprocal compensation for exchange

of local traffic. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than September 21, 2000. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Karen Cremer  
Date Docketed: 09/01/00  
Initial Comments Due: 09/21/00

**TC00-134**      **In the Matter of the Application of Premiere Network Services, Inc. for a Certificate of Authority to Provide Telecommunications Services, Including Local Exchange Services, in South Dakota.**

Premiere Network Services, Inc. has filed for a Certificate of Authority to provide local exchange and interexchange service on a resold and facilities basis throughout South Dakota. Premiere intends to offer local service, advanced services, MTS, directory assistance, operator assistance, toll-free calling services, directory listing services, and telecommunications relay services.

Staff Analyst: Michele Farris  
Date Docketed: 09/05/00  
Intervention Deadline: 09/22/00

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

COPY

COMPETITIVE COMMUNICATIONS GROUP

RECEIVED

October 30, 2000

OCT 31 2000

South Dakota Public Utilities Commission  
500 East Capitol Avenue  
Pierre, South Dakota 57501-5070

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

RE: Application of Premiere Network Services, Inc. to Provide Telecommunications  
Service in the State of South Dakota - Docket Number TC00-134

Enclosed for filing on behalf of Premiere Network Services, Inc. are an original and two (2) copies of the extra information that was requested in order to complete the Commission's analysis of the above referenced application. This information was requested by Michele M. Farris, P.E., Utility Analyst of the Commission.

There is a sealed envelope marked "Confidential" that contains Premiere's financial information and balance sheets that is highly sensitive and confidential information. Please note the letter explaining Premiere's request for this confidential information to be handled confidentially.

Please date stamp the enclosed copy of this letter and return it in the envelope provided. If there should be any questions regarding this application, please contact me at 301-842-1437.

Best regards,

*Terri K. Firestein* <sup>NEA</sup>

Terri K. Firestein  
Consultant to Premiere Network Services, Inc.

Enclosure

## SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

## PREMIERE NETWORK SERVICES, INC.

## DOCKET NUMBER TC00-134

1. Premiere is required under ARSD 20:10:24:03(8) and ARSD 20:10:32:03(11)(a) to provide a current cash flow statement. If the applicant can not provide the cash flow statement, please submit a request for a waiver of that rule. In the request explain why a waiver is necessary.

Attached, as Exhibit A is Premiere's current cash flow statement.

2. The Balance sheet as of December 31, 1999 submitted with the application does not tie to the income statement. Please provide the information necessary to tie out these documents. These documents are not marked prepared internally. Were they audited? If so, provide a copy of the audit report.

Attached, as Exhibit B is Premiere's most recent financial information, which were prepared internally. Premiere considers its financial information to be confidential and proprietary information. This information has been filed with a Protective Order Motion and sent in a sealed envelope marked Confidential.

3. Provide the information necessary to tie out the retained earnings on the balance sheet as of June 30, 2000.

Attached, as Exhibit A is the information necessary to tie out the retained earnings on the balance sheet as of June 30, 2000.

4. The local and toll tariffs both contain several references to the State of Connecticut. Please review the tariffs and correct all references to Connecticut.

Attached, as Exhibit C are updated and corrected local and toll tariffs.

5. Page 6 of the local tariff states Premiere will provide service in South Dakota in the service territories of Ameritech, GTE and other incumbent local exchange carrier. These two companies specifically listed to not operate in South Dakota. Neither does Bell Atlantic or SBC as referenced in the definitions.

Attached, as Exhibit C are updated and corrected local and toll tariffs.

6. In the definitions of "Day", "Evening", and "Night" there is no reference to the weekends. What rate is in effect on the weekends?

Attached, as Exhibit C are updated and corrected local and toll tariffs.

7. Rule 5, Section B of the local tariff needs to be consistent with ARSD 20:10:08.

Attached, as Exhibit C are updated and corrected local and toll tariffs.

8. In Rule 14, Section A, item 2 of the local tariff, remove the existing liability language after "shall be" and insert "determined by the Commission or a court of competent jurisdiction pursuant to SDCL 49-134 and 49-13-1.1." If you have any questions regarding the changes to the liability language you can contact Karen Cremer, Staff Attorney.

Attached, as Exhibit C are updated and corrected local and toll tariffs.

9. In Rule 14, Section A, item 4 of the local tariff, remove the existing liability language after "shall be" and insert "determined by the Commission or a court of competent jurisdiction pursuant to SDCL 49-134 and 49-13-1.1." If you have questions regarding the changes to the liability language you can contact Karen Cremer, Staff Attorney.

Attached, as Exhibit C are updated and corrected local and toll tariffs.

10. The language in Rule 14, Section A, items 5 and 6 is fine for credit. However, damages can also be awarded by the Commission. If you have questions regarding the liability language you can contact Karen Cremer, Staff Attorney.

Attached, as Exhibit C are updated and corrected local and toll tariffs.

11. Rule 19 of the local tariff states "availability to the company of funding from the Commission". The South Dakota Public Utilities Commission does not provide funding. Please correct this section.

Attached, as Exhibit C are updated and corrected local and toll tariffs.

12. In Section 1, A-2 of the local tariff, define the rate classes.

Attached, as Exhibit C are updated and corrected local and toll tariffs.

13. Section 1, A-6 must be in compliance with 47 CFR 54.400 and the new tribal land requirements for lifeline and linkup.

Attached, as Exhibit C are updated and corrected local and toll tariffs.

14. Section 3, A-3 of the local tariff, states that directory assistance is available in California. Is that the only state directory assistance is available?

Attached, as Exhibit C are updated and corrected local and toll tariffs.

15. Section 3.5.1(C) is contradictory to Section 3.3.3 regarding what rate period applies for a call that splits the rate periods.

Attached, as Exhibit C are updated and corrected local and toll tariffs.

16. Both the local exchange and the toll tariff's must include a section on customer complaints and billing disputes. The tariff must reference how to contact the Commission and include the toll free customer complaint number, 800-332-1782 as well as TTY Through Relay South Dakota 800-877-1113.

Attached, as Exhibit C are updated and corrected local and toll tariffs.



EXHIBIT INDEX

- EXHIBIT A: CURRENT CASH FLOW STATEMENT
- EXHIBIT B: MOST RECENT FINANCIAL INFORMATION &  
BALANCE SHEET
- EXHIBIT C: UPDATED AND CORRECTED LOCAL AND TOLL  
TARIFFS

**EXHIBIT A**

**CURRENT CASH FLOW STATEMENT**

**EXHIBIT B**

**UPDATED FINANCIAL INFORMATION & BALANCE SHEET**

Premiere considers its Financial Information to be confidential and proprietary information. Premiere's Financial Information has been filed with a Protective Order Motion and sent in a sealed envelope marked Confidential.

**EXHIBIT C**

**UPDATED AND CORRECTED LOCAL AND TOLL TARIFFS**

Tariff Schedules

Applicable to

Intrastate Local Exchange

Telephone Services

of

**Premiere Network Services, Inc.**

Providing service throughout the service territories of  
US West and any other incumbent local exchange  
Carrier (ILEC) in whose territory competition is (now and  
subsequently) permitted.

Date Filed:  
Effective:

Issued by: Leo A. Wrobel, President  
1510 North Hampton Road, Suite 120  
DeSoto, TX 75115

CHECK SHEET

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
Title	Original	31	Original
1	Original	32	Original
2	Original	33	Original
3	Original	34	Original
4	Original	35	Original
5	Original	36	Original
6	Original	37	Original
7	Original	38	Original
8	Original	39	Original
9	Original	40	Original
10	Original	41	Original
11	Original	42	Original
12	Original	43	Original
13	Original	44	Original
14	Original	45	Original
15	Original	46	Original
16	Original	47	Original
17	Original	48	Original
18	Original	49	Original
19	Original	50	Original
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26	Original		
27	Original		
28	Original		
29	Original		
30	Original		

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PRELIMINARY STATEMENT

Premiere Network Services, Inc. (the "Company") has been granted authority by the South Dakota Public Utilities Commission to provide resold and facilities-based competitive local exchange, interLATA, and non-local exchange intraLATA services within the State of South Dakota. This tariff schedule contains effective rates and rules together with information relating to and applicable to intrastate local exchange service provided by the Company in South Dakota.

SYMBOLS USED IN THIS TARIFF

- (C) A changed listing, rule, or condition which may affect rates or charges
- (D) Discontinued material, including any listing, rate, rule or condition
- (I) An increase in rate
- (L) Material relocated from or to another part of tariff schedules with no change in text, rate, rule or condition
- (N) New material including a listing, rate, rule or condition
- (R) A reduction in the rate
- (T) A change in the wording of text with no change in the rate, rule or condition

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DeSoto, TX 75115

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SERVICE AREA MAP

The Company provides competitive local exchange service in South Dakota within the service territories of US West and other incumbent local exchange carrier (ILEC) in whose territory competition is (now and subsequently) permitted. The Company concurs in and hereby incorporates by this reference all current and effective service territory and local exchange boundary maps filed with the South Dakota Public Utilities Commission by such ILECs.

Date Filed:

Issued by: Leo A. Wrobel, President  
1510 North Hampton Road, Suite 120  
DeSoto, TX 75115

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## RULES

### Rule 1 - Definitions

Unless the context otherwise requires or, in the case of a special contract, other definitions apply, the following definitions govern the meaning of terms used in this tariff and in special contract for local exchange service.

**Applicant:** The term "Applicant" means an individual, partnership, corporation, association, or government agency that applies to the Company for any new or additional telephone service.

**Base Rate Area:** The term "base rate area" means a closely built up section of an exchange area as shown in the effective and current tariffs of the Incumbent LECs.

**Business Hours:** The phrase "business hours" means the time after 8:30 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.

**Commission:** The term "Commission" means the South Dakota Public Utilities Commission.

**Company:** The term "Company" or "Utility" means Premiere Network Services, Inc.

**Day:** The term "Day," when used for purposes of applying rates means 8:00 a.m. to 5:00 p.m., Monday through Friday, including Legal Holidays.

**Delinquent or Delinquency:** The terms "delinquent" and "delinquency" refer to an account for which payment has not been paid in full on or before the last day for timely payment.

**Evening:** The term "Evening," when used for purposes of applying rates, means 5:00p.m. to 11:00p.m., Monday through Friday, including Holidays.

RULES (Cont'd)

Rule 1 - Definitions (Cont'd)

**Holiday:** The term "Holiday" means New Year's Day (January 1), Washington's Birthday (3rd Monday in February), Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day (December 25).

**Incumbent LEC:** The term "Incumbent LEC" means any of the following local exchange carriers: US West.

**Local Calling Area:** The term "Local Calling Area" means either: (i) rate area in which the Subscriber's premises is located, as shown in the current and effective tariffs of the Incumbent LECs; or (ii) the extended service areas in which the Subscriber's premises is located, as shown in the current and effective tariffs of the Incumbent LECs.

**Local Access Transport Area ("LATA"):** The phrase "Local Access Transport Area" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.

**Major Rate Increase:** The term "major rate increase" means an increase that is not a Minor Rate Increase.

**Minor Rate Increase:** The term "minor rate increase" means an increase that, on a cumulative basis with other increases that took effect within the prior 12 months, is both less than 1% of the Company's total intrastate revenue and less than 5% of the affected service's rates.

**Night:** The term "Night," when used for purposes of applying rates, means 11:00p.m. to 8:00a.m., Monday through Friday, including Holidays.

**Non-Published or Unlisted Service:** The term "non-published" or "unlisted" service means service that is not accompanied by inclusion of the Subscriber's name, address, or telephone number in a published directory or directory assistance data base.

**Subscriber:** The term "Subscriber" means the firm, company, corporation, or other entity that contracts for service under this tariff or a special contract and that is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this tariff.

**Weekends:** The term "Weekends," when used for purposes of applying rates, means Saturday through Sunday.

Date Filed:

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1510 North Hampton Road, Suite 120  
DeSoto, TX 75115

Effective:

RULES (Cont'd)

Rule 2 - Description of Service

- A. The Company provides business and residential local exchange telephone services between points within the base rate areas of local exchanges served by the Incumbent LECs as shown on the Company's maps contained herein or as incorporated by reference herein.
- B. Demarcation

The Company does not undertake, by this tariff, to provide, maintain, repair, or operate any wiring, equipment, facilities, or service on the Subscriber's side of the point of demarcation as specified in the demarcation tariff schedules of Incumbent LECs.

Date Filed:

Issued by: Leo A. Wrobel, President  
1510 North Hampton Road, Suite 120  
DeSoto, TX 75115

Effective:

RULES (Cont'd)

Rule 3 - Application for Service

- A. Applicants requesting new or additional services from the Company may be required to provide identification acceptable to the Company. In addition, Applicants may be required to meet credit or deposit requirements as set forth in this tariff.
- B. At the time of all initial contacts for service, Applicants will be informed of the basic services available to the class of Subscriber to which the Applicant belongs. In addition, Applicants will be informed of their right to request blocking of access to 900 and 976 pay-per-call information services.
- C. In the event the Company accepts an oral or written request for service, the Company will, within 10 days of initiating the service order, provide a confirmation letter setting forth a brief description of the services ordered and itemizing all charges that will appear on the customer's bill. The letter will be in the language in which the sale was made.
- D. Within 10 days of initiating service, the Company will provide all new Subscribers with a written statement of all material terms and conditions that could affect what the Subscriber pays for local exchange services provided by the Company.
- E. Applicants whose requests for service are accepted by the Company are responsible for all charges for services provided by the Company, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. In the event an Applicant cancels, changes, defers, or modifies any request for service before the service commences, the Applicant remains responsible for any non-recoverable costs incurred by the Company in meeting the Applicant's request prior to cancellation, change, deferral, or modification, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. Notwithstanding the foregoing, an Applicant will not be liable for any charges or non-recoverable costs that were not disclosed to the Applicant by the Company before initiating service.
- F. Applicants who are denied service due to failure to establish credit or pay a deposit will be given the reason for the denial in writing within 10 days of the denial of service.

Date Filed:

Issued by: Leo A. Wrobel, President  
1510 North Hampton Road, Suite 120  
DeSoto, TX 75115

Effective

RULES (Cont'd)

Rule 4 - ICB Contracts

- A. Deviations from the rates, terms, and conditions specified in this tariff schedule are not permitted except by special contract.
- B. Each contract shall be provided on a non-discriminatory basis and shall include provisions for term of contract and the ICB pricing.
- C. In the event a subscriber terminates a contract, the total recurring charges for the remaining months of the contract agreement become due and payable by the subscriber.

Date Filed:

Issued by: Leo A. Wrobel, President  
1510 North Hampton Road, Suite 120  
DeSoto, TX 75115

Effective

RULES (Cont'd)

Rule 5 - Special Information Required on Forms

A. Customer Bills

The Company will be identified on each bill. Each bill will prominently display a toll-free number for service or billing inquiries, along with an address where the Subscriber may write. If the Company uses a billing agent, the Company will also include the name of the billing agent. Each bill for telephone service will contain notations concerning the following areas:

- (1) When to pay the bill;
- (2) Billing detail including the period of service covered by the bill;
- (3) Late payment charge and when applied;
- (4) How to pay the bill;
- (5) Questions about the bill;
- (6) Network access for interstate calling;
- (7) In addition to the above, each bill will include the following statement:

"This bill is now due and payable; it becomes subject to a late payment charge if not paid within 15 calendar days of the due date, which is the date of mailing, as shown by the postmark on the billing envelope, or such later date as shown on the bill itself. Should you question this bill, please request an explanation from the Company."

"If you believe you have been billed incorrectly you may file a complaint with the South Dakota Public Utilities Commission at 500 E. Capitol, State Capital Building, Pierre, SD 57501. Telephone: (605) 773-3201 or Fax: (605) 773-3309."

Date Filed:

Issued by: Leo A. Wrobel, President  
1510 North Hampton Road, Suite 120  
DeSoto, TX 75115

FILED



RULES (Cont'd)

Rule 5 - Special Information Required on Forms (Cont'd)

B. Deposit Receipts

Each deposit receipt shall contain the following provisions:

Refund upon disconnection. After disconnection of service and receipt of the final payment, the Company shall promptly and automatically refund the subscriber's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills for service furnished by the utility. A transfer of service from one premise to another within the service area of the utility shall not be deemed a disconnection within the meaning of this chapter, and shall not necessitate the payment of a second deposit unless a final bill has been issued at the first address.

Refund during service. When the subscriber has paid bills for service for 12 consecutive months without having service disconnected for nonpayment and without receiving three or more disconnection notices, the Company shall promptly and automatically refund the deposit plus accrued interest to the customer in the form of cash or credit to the subscriber's bill. The subscriber shall choose the form of the refund.

Date Filed:

Issued by: Leo A. Wrobel, President  
1510 North Hampton Road, Suite 120  
DeSoto, TX 75115

Effective:

RULES (Cont'd)

Rule 7 - Deposits and Advance Payments

A. Deposits:

1. Requirement: The Company may require an Applicant or an existing Subscriber who fails to establish a satisfactory credit history to post a deposit as a guarantee for the payment of charges as a condition to receiving service or additional services. The Company reserves the right to review an Applicant's or Subscriber's credit history at anytime to determine if a deposit is required.
2. Amount: The amount of the deposit will not exceed twice the estimated average bill for the class of service applied for.
3. Nondiscrimination: Deposit requirements will not be based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.
4. Refund or Credit: The Company will refund the deposit, less the amount of any unpaid bills for service furnished by the Company, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first.
5. Interest: Interest on deposits are calculated at 7%, based on rates determined by the South Dakota Public Utilities Commission and rounded to the nearest one-tenth of one percentage point. Interest shall be credited semi-annually to the service account of the Subscriber or paid upon return of the deposit, which ever occurs first.

B. Advance Payments:

1. At the time an application for service is made, an Applicant may be required to pay an amount equal to one month's service charges and applicable service connection charges. The amount of the first month's service charges and applicable service connection charges will be credited to the Subscriber's account on the first bill rendered.
2. Negotiation of a Subscriber's advance payment shall not bind or obligate the Company to provide services or continue to provide service if a later check of Applicant's credit record is unacceptable to the Company and no deposit has been ordered. In the event that service is not provided, the advance payment will be refunded.

Date Filed:

Issued by: Leo A. Winkler, President  
1510 North Hampton Road, Suite 120  
DeSoto, TX 75115

RULES (Cont'd)

Rule 7 - Deposits and Advance Payments (cont'd)

C. Toll-Restricted Service

1. The Company shall notify an applicant or existing subscriber that is late of making a deposit, the applicant or subscriber may be placed on toll-restricted service until such time as satisfactory credit has been established.

Date Filed:

Issued by: Leo A. Wroble, President  
1510 North Hampton Road, Suite 200  
DeSoto, TX 75115

RULES (Cont'd)

Rule 8 - Notices

A. General

1. Unless otherwise provided by these Rules, any notice by the Company to a Subscriber must be given by written notice mailed to the Subscriber's last known address. Where written notice is given, the notice will be of a legible size and printed in type having a minimum point size of 10. Mailed notices will be deemed given on the date of mailing as shown by the postmark on the notice or envelope that contains the notice.
2. Unless otherwise provided by these Rules, any notice by a Subscriber or its authorized representative may be given verbally to the Company by telephone or at the Company's business office or by written notice mailed to the Company's business office.

B. Rate Information

Rate information and information regarding the terms and conditions of service will be provided in writing upon request by an Applicant or Subscriber. Notice of major increases in rates will be provided in writing to Subscribers and postmarked at least 30 days prior to the effective date of the increase. No customer notice is required for minor rate increases or for rate decreases. Subscribers will be advised of optional service plans in writing as they become available. In addition, Subscribers will be advised of changes to the terms and conditions of service no later than the Company's next billing cycle.

C. Discontinuance of Service

1. Subscribers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written.

Date Filed:

Issued by: Leo A. Wrobel, President  
1510 North Hampton Road, Suite 120  
DeSoto, TX 75115

Effective:

RULES (Cont'd)

Rule 8 - Notices (Cont'd)

C. Discontinuance of Service (Cont'd)

2. Notices to discontinue service for nonpayment of bills will be provided in writing by first class mail to the Subscriber not less than 7 calendar days prior to termination. Each notice will include all of the following information:
  - a. The name and address of the Subscriber.
  - b. Reason for proposed disconnection.
  - c. The amount that is delinquent.
  - d. The date when payment or arrangements for payment must be made in order to avoid termination.
  - e. The procedure the Subscriber may use to request amortization of the unpaid charges.
  - f. The procedure the Subscriber may use to initiate a complaint or to request an investigation concerning service or charges.
  - g. The telephone number of the Company's representative who can provide additional information or institute arrangements for payment.
  - h. The telephone number of the State Public Utilities Commission where the Subscriber may direct inquiries.
  - i. Local service may not be discontinued for nonpayment of Category III or other unregulated competitive services.

D. Change of Ownership or Identity

The Company will notify Subscribers in writing of a change in ownership or identity in the Company's next monthly billing cycle.

Date Filed:

Issued by: Leo A. Wrobel, President  
1510 North Hampton Road, Suite 120  
DeSoto, TX 75115

Effective:

RULES (Cont'd)

Rule 8 - Notices (Cont'd)

E. Privacy

The Company will, in accordance with the provisions below, furnish Subscribers with a written description of how it handles Subscribers' private information and a disclosure of any ways that such information might be used or transferred that would not otherwise be obvious to the Subscriber. This information will be provided at the time service is initiated and annually thereafter.

Disclosure of Telephone Numbers During 800, 888 and 900 Calls

The Company will provide an annual written notice to all Subscribers that use of 800, 888, and 900 numbers may result in disclosure of the Subscriber's telephone number to the called party.

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1510 North Hampton Road, Suite 120  
DeSoto, TX 75115

Effective:

RULES (Cont'd)

Rule 8 - Notices (Cont'd)

F. Other

On request, the Company will provide each Applicant and Subscriber with the following information:

1. The Commission identification number or its registration to operate as a telecommunications corporation within the State of South Dakota.
2. The address and telephone number of the Commission to verify its authority to operate.
3. A copy of the Consumer Protection Regulations adopted by the Commission applicable to local exchange services provided by the Company.
4. A toll-free number to call for service or billing inquiries, along with an address where the Applicant or Subscriber may write the Company.
5. A full disclosure of all fictitious names under which the Company operates.
6. The names of billing agents the Company uses in place of performing the billing function itself.

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Issued by: Leo A. Wrobel, President  
1510 North Hampton Road, Suite 120  
DeSoto, TX 75115

Effective:

RULES (Cont'd)

Rule 9 - Rendering and Payment of Bills

- A. Subscribers' bills are issued monthly. The Subscriber will receive bills on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Subscriber. Each bill contains monthly recurring charges billed in advance, usage charges billed in arrears, and the last date for timely payment. Recurring charges will be prorated in the event that the service for which the charges are made is less than 30 days.
- B. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the Company's business office or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, or cashier's check.
- C. Subscribers' payments are considered prompt when received by the Company or its agent within 15 days of the due date. Payments will be credited within 24 hours of receipt by the Company or its agent. The due date is the date the bill is mailed, as shown by the postmark on the billing envelope, or such later date as set forth on the Subscriber's bill. A Subscriber will have 15 days from the due date to timely pay the charges stated.
- D. However, if a Subscriber's service has been discontinued within the past 12 months or if a Subscriber incurs usage charges during a billing period which are equal to at least 200% of the amount of the Subscriber's deposit or guarantee, payment may be demanded for the usage charges by a telephone call to the Subscriber followed by written notification of such demand sent by first class mail. If the usage charges remain unpaid for five days from the rendition of written notification or a mutually established late payment arrangement date or 30 days from the date of the bill, the usage charge will be deemed delinquent.
- E. Charges deemed delinquent will be subject to a late payment charge accruing at the rate of 1-1/2% per month from the due date on all delinquent amounts.
- F. A bill will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, except charges for collect calls, credit card calls, third party calls and "error file" calls (those that cannot be billed due to the unavailability of complete billing information to the Company), which shall have a six-month back billing period.

~~Not Filed~~

Issued by: Leo A. Wrobel, President  
1510 North Hampton Road, Suite 120  
DeSoto, TX 75115

Effective:



RULES (Cont'd)

Rule 10 - Disputed Bills

In the event a Subscriber disputes the amount of a bill for the Company's service, the Company will, at the Subscriber's request, conduct an investigation and review of the disputed amount. However, the undisputed portion of the bill must be paid within 15 days of the due date or the Subscriber's service may be subject to disconnection in accordance with the Company's tariff. The Subscriber can contact the South Dakota Public Utilities Commission by calling their toll free customer complaint number, 800-332-1782 as well as TTY Through Relay South Dakota 800-877-1113.

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Issued by: Leo A. Wrobel, President  
1510 North Hampton Road, Suite 120  
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Effective:

RULES (Cont'd)

Rule 11 - Discontinuance and Restoration of Service

A. Discontinuance by Subscribers

1. Subscribers may discontinue service by giving the Company proper notice as specified in Rule 8, section C.1. The subscriber is responsible for payment of all charges incurred for the period during which service is rendered.
2. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Subscriber.

B. Discontinuance by the Company

1. The Company may discontinue service under the following circumstances:
  - (i) Nonpayment of any sum due to the Company for service more than 15 days beyond the due date. In the event an action is brought for nonpayment, the non-prevailing party may be liable for reasonable court costs and attorney's fees as determined by the Commission or by the court.
  - (ii) A violation of, or failure to comply with, any regulation governing the furnishing of service.
  - (iii) In accordance with the provisions of Rule 16.
  - (iv) Failure to post a required deposit or guarantee.
  - (v) In the event that the Subscriber supplied false or inaccurate information of a material nature in order to obtain service.
  - (vi) Incurring charges not covered by a deposit or guarantee and evidencing an intent not to pay such charges when due.
  - (vii) Any violation of the conditions governing the furnishing of service.
2. Service may be discontinued during business hours on or after the date specified in the notice of discontinuance, which date will be at least 7 days after such notice is given. Service will not be discontinued on a Saturday, Sunday, legal holiday, or any other day when the Company's offices are not available to facilitate reconnection of service.

Date Filed

Effective:

Issued by: Leo A. Wrobel, President  
1510 North Hampton Road, Suite 120  
DeSoto, TX 75115

RULES (Cont'd)

Rule 11 - Discontinuance and Restoration of Service (Cont'd)

C. Restoration of Service

The Company will restore service to a Subscriber upon full payment of all amounts due and the Subscriber's payment of a deposit or reestablishment of credit. However, the Company may refuse to accept a personal check if the Subscriber's check for payment of service has been dishonored, excepting bank error, within the last twelve months. The Company will impose a charge for restoration of service after disconnection in accordance with its tariff.

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Issued by: Leo A. Wrobel, President  
1510 North Hampton Road, Suite 120  
Pierre, SD 57501

Effective:

RULES (Cont'd)

Rule 12 - Information to be Provided to the Public

- A. A copy of this tariff schedule will be available for public inspection during regular business hours in the Company's business office.
- B. A copy of this tariff will be provided by the Company on request upon payment of a nominal fee to cover postage and copying costs.

Date Filed:

Issued by: Leo A. Wrobel, President  
1510 North Hampton Road, Suite 120  
DeSoto, TX 75115

Effective:

RULES (Cont'd)

Rule 13 - Continuity of Service

In the event that the Company has advance knowledge of an interruption of service for a period exceeding 24 hours, the Company will attempt to notify Subscribers in writing at least one week in advance.

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Issued by: Leo A. Wrobel, President  
1510 North Hampton Road, Suite 120  
DeSoto, TX 75115

Effective:

RULES (Cont'd)

Rule 14 - Limitation of Liability

A. Liability of the Company

1. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct, or violations of law.
2. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be determined by the Commission or a court of competent jurisdiction pursuant to SDCL 49-134 and 49-13-1.1.
3. The Company will not provide a credit allowance for interruptions of service caused by the Subscriber's facilities, equipment, or systems.
4. Except as provided in section A.3, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in any of the services or facilities furnished by the Company under this tariff up to and including its local loop demarcation point, including exchange, toll, private line, supplemental equipment, alphabetical directory listings (excluding the use of bold face type), and all other services, shall be determined by the Commission or a court of competent jurisdiction pursuant to SDCL 49-134 and 49-13-1.1.
5. The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company:

The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer, an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to 30 days. When the interruption continues beyond 24 hours, credit allowances will be given in successive 24-hour multiples.

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Issued by: Leo A. Wrobel, President  
1510 North Hampton Road, Suite 120  
DeSoto, TX 75115

RULES (Cont'd)

Rule 14 - Limitation of Liability (Cont'd)

A. Liability of the Company (Cont'd)

6. Subject to Section A.3 of this rule, the Company shall allow for errors or omissions in alphabetical telephone directories (excluding the use of bold face type) an amount within the following limits:
  - a. For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error occurred.
  - b. For listings and lines of information in alphabetical telephone directories furnished at additional charge, an amount not in excess of the charge to the Customer for exchange service during the period the error or omission occurred.
  - c. For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission continued.
  - d. For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.
  - e. For listings in telephone directories furnished in connection with mobile telephone service, an amount not in excess of the guarantee and fixed charges for the service during the effective life of the directory in which the error occurred.
7. The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience.

When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversation or Customers' service.
8. The Company shall not be liable for errors in transmitting, receiving, or delivering oral messages by telephone over the lines of the Company and connecting utilities.

RULES (Cont'd)

Rule 15 - Use of Service for Unlawful Purposes

The Company's services are furnished subject to the condition that they will not be used for any unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used or are likely to be used in violation of the law. If the Company receives other evidence giving reasonable cause to believe that such services are being or are likely to be so used, it will either discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

Any individual who uses or receives the Company's service, other than under the provisions of an accepted application for service and a current Subscriber relationship, may be liable for both the tariffed cost of the service received and the Company's cost of investigation and collection as determined by a court.

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Issued by: Leo A. Wrobel, President  
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DeSoto, TX 75115

Effective:



RULES (Cont'd)

Rule 16 - Change of Service Provider

A. Solicitation of Customer Authorization for Service Termination and Transfer

Solicitations by the Company or other carriers, or their agents, of Subscriber authorization for termination of service with an existing carrier and the subsequent transfer to a new carrier must include current rate information on the new carrier and information regarding the terms and conditions of service with the new carrier. All such solicitations must be legible and printed in a minimum point size type of at least 10 points. A penalty or fine may apply for each violation of this rule.

B. Unauthorized Service Termination and Transfer

The Company or other carrier, as applicable, will be held liable for both the unauthorized termination of service with an existing carrier and the subsequent transfer to its own service. The Company and other carriers are responsible for the actions of their respective agents that solicit unauthorized service termination and transfers. If the Company or other carrier engages in such unauthorized activity, the Company or other carrier, as applicable, shall restore the Subscriber's service to the original carrier without charge to the Subscriber. All billings during the unauthorized service period shall be refunded to the applicant or Subscriber. A penalty or fine payable to the Commission may apply to each violation of this rule. If the Company or other carrier engages in such unauthorized activity, the Company or other carrier, as applicable, shall reimburse the original carrier for reestablishing service at the tariff rate of the original carrier.

C. The Company shall provide subscribers the ability to presubscribe to the carrier of their choice for both interLATA and intraLATA services.

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Issued by: Leo A. Wrobel, President  
1510 North Hampton Road, Suite 120  
DeSoto, TX 75115

Effective:

RULES (Cont'd)

Rule 17. 911 Emergency Service

End users may access 911 emergency service over the Company's facilities at no charge to subscribers or end users.

Effective:

Issued by: Leo A. Wrobel, President  
1510 North Hampton Road, Suite 120  
DeSoto, TX 75115

RULES (Cont'd)

Rule 18 - Returned Check Charge

- A. If a check for payment of any deposit, advance, or charge is returned to the Company by the bank for any reason other than bank error, a Returned Check Charge of \$25.00 will be added to the account due.
- B. If telephone service is disconnected or suspended for nonpayment as a result of a returned check, the Returned Check Charge, as well as any other applicable charges, must be paid before service will be re-established.
- C. If a check received as a deposit or advance payment to establish service is returned, establishment of service will be denied until the amount of the returned check and the Returned Check Charge is paid, or, if already connected, the service will be discontinued and the Returned Check Charge and other amounts applicable to discontinuance and re-establishment of service are paid.

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1510 North Hampton Road, Suite 120  
DeSoto, TX 75115

## RULES (Cont'd)

### Rule 17: Discounts for Qualifying Public Service Agencies

The Company may provide certain services at discounted rates to qualified public service agencies. Eligibility criteria and the identification of services and discounts available under this rule are as specified below.

#### 1. Qualifying Schools and Libraries

Public or nonprofit schools providing elementary or secondary education, and which do not have endowments of more than \$50 million, and libraries that are eligible for participation in state-based plans for funds under Title III of the Library Services and Construction Act (20 U.S.C. § 335c, et seq.), shall be entitled to receive, if offered by the Company under its tariff at the time service is requested, measured business service, switched 56, Integrated Services Digital Network ("ISDN"), T-1 services, or DS-3, or their functional equivalents at rates that are 50% below the tariff rates charged to other business for those services. There is no limit on the number of subsidized lines that a qualifying school or library may have. For the purposes of this rule, Basic Business Service, Facilities Based Business Service, and Direct Digital Telephone Service are deemed to be functional equivalents to one or more of such services.<sup>1</sup>

#### 2. Qualifying Hospitals and Health Clinics

Municipal and county government owned and operated hospitals and health clinics shall be entitled to receive, if offered by the Company under its tariff at the time service is requested, switched 56, ISDN, T-1 services, or DS-3, or their functional equivalents at rates that are 20% below the tariff rates charged to other businesses for those services.<sup>1</sup>

<sup>1</sup> Services provided at discounted rates may not be resold to, or shared with, any non-qualifying agency or person.

Effective:

RULES (Cont'd)

Rule 12 - Discounts for Qualifying Public Service Agencies (Cont'd)

1. Qualifying Community Based Organizations

Organizations described in 26 U.S.C. §§ 501(c)(3) or 501(d) that offer health care, job training, job placement, or educational instruction shall, upon furnishing proof of such qualifications, be entitled to receive, if offered by the Company under its tariff at the time service is requested, switched 56, ISDN, or T-1 services, or their functional equivalents at rates that are 25% below the tariff rates charged to other businesses for that service. Such organizations shall be limited to a total number of: two switched 56 lines or their functional equivalents; two ISDN lines or their functional equivalents; one switched 56 line or its functional equivalent and one ISDN line or its functional equivalent; or one T-1 line or its functional equivalent.<sup>1</sup>

<sup>1</sup> Service provided at discounted rates may not be resold to, or shared with, any non-qualifying entity or person.

Effective:

### TAXES AND SURCHARGES

In addition to the charges specifically pertaining to the Company's services, whether set forth herein or established by special contract, certain federal, state, and municipal surcharges, taxes, and fees will be applied. These surcharges, taxes and fees are calculated based upon the amount billed to the end user for the Company's intrastate telecommunications services.

Effective:

Issued by: Leo A. Wrobel, President  
1340 North Hampton Road, Suite 120  
DeSoto, TX 75115

## SECTION 1 BASIC SERVICES

### A.1 Service Charges

1. **Connection Charge:** A non-recurring charge which applies to the installation of new service, the transfer of an existing service to a direct location or a change from one class of service to another at the same or a different location. Connection Charges are listed with each service to which they apply.
2. **Service Restore Charge:** A non-recurring charge applying each time service is reconnected after suspension or termination for nonpayment but before cancellation of service.

### A.2 Basic Business Service

#### 1. **Applicability**

These rates are applicable to business service.

#### 2. **Territory**

Within the base rate areas of all exchanges served by the Company.

#### 3. **Rates**

##### a. **Flat Rate Service, monthly recurring charge:**

Rate Class A	\$ 27.25
Rate Class B	\$ 25.60
Rate Class C	\$ 29.65
Rate Class D	\$ 28.00
Rate Class E	\$ 32.45
Rate Class F	\$ 30.80
Rate Class G	\$36.60
Rate Class I	\$ 38.40

Service Establishment, non-recurring charge: \$ 47.00

##### b. **Value Pac, monthly recurring charge:**

Rate Class A	\$ 28.65
Rate Class B	\$ 27.00
Rate Class C	\$ 28.65
Rate Class D	\$ 27.00
Rate Class E	\$ 28.65
Rate Class F	\$ 27.00
Rate Class G	\$ 28.65
Rate Class I	\$ 28.65

Service Establishment, non-recurring charge: \$ 47.00

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DeSoto, TX 75115

Measured Usage Charges (per minute):

(1) Area A (Intra-Exchange)	Peak First Minute	\$ 0.0500	Off-Peak	\$0.0250
(2) Area B (0-22 Miles)	Peak First Minute	\$ 0.0700	Off-Peak	\$0.0350
(3) Area C (23-30 Miles)	Peak First Minute	\$ 0.0900	Off-Peak	\$0.0450
(4) Area D (31-40 Miles)	Peak First Minute	\$ 0.1100	Off-Peak	\$0.0550
(5) Area E (41-55 Miles)	Peak First Minute	\$ 0.1300	Off-Peak	\$0.0650

SECTION 1: BASIC SERVICES (Cont'd)

1. Basic Business Service (cont'd)

2. Rates (Cont'd)

c. PBX Trunk, monthly recurring charge:

Rate Class A	\$ 36.25
Rate Class B	\$ 34.60
Rate Class C	\$ 38.65
Rate Class D	\$ 37.00
Rate Class E	\$ 41.45
Rate Class F	\$ 39.80
Rate Class G	\$ 45.60
Rate Class I	\$ 47.40

Service Establishment, non-recurring charge: \$ 47.00

Usage Charges(per call): \$ 0.135

Call Allowance: 90

d. Hunting Service Charge

Installation Charge (non-recurring):

\$ ICB

(Per line arranged for hunting, per month):

\$ ICB



SECTION 1 BASIC SERVICES (Cont'd)

A-3 Business PBX Trunk Service

1. Applicability

These rates are applicable to business basic PBX trunk services.

2. Territory

Within the base rate areas of all exchanges served by the Company.

3. Rates

a. Monthly Recurring Charges:

20 DID Station Numbers	\$ 3.00
DID Trunk Termination, First Trunk	\$ 35.00

b. Non-recurring Charges:

20 DID Station Numbers	\$ 20.00
DID Trunk Termination, First Trunk	\$50.00

In addition to the Non-recurring Charges listed below, Service Order Charges apply as described in this tariff.

c. Usage:

Basic Business Service usage rates apply.

d. Hunting Service Charge

Installation Charge (non-recurring):	\$ ICB
(Per trunk line arranged for hunting, per month):	\$ ICB

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SECTION 1 BASIC SERVICES (Cont'd)

A-4 Business Direct Inward Dialing Service

1. Applicability

These rates are applicable to direct inward dialing service to PBX systems.

2. Territory

Within the base rate areas of all exchanges served by the Company.

3. Rates

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
First 200 DID station Numbers (per each 100 Numbers in same trunk group, per service order):	\$ ICB	\$ ICB
Over 200 DID station Numbers (per each 100 Numbers in same trunk group, per service order):	\$ ICB	\$ ICB
Block of 20 DID station Numbers in the same trunk group:	\$ ICB	\$ ICB
Change Charge to remove or add numbers within a block of DID numbers:	\$ ICB	None
Circuit termination (per trunk in each trunk group)		\$ ICB

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Effective:

SECTION 1 BASIC SERVICES (Cont'd)

A-4 Business Direct Inward Dialing Service (Cont'd)

4. Special Terms and Conditions

- a. DID service must be provided on all lines in each trunk group arranged. Each DID trunk group will be considered a separate service. If non-DID trunks are furnished, they must be in a separate trunk group from the DID service trunks.
- b. PBX Trunk Service, provided in accordance with this tariff, is required in sufficient quantities to meet traffic demands. Charges for such services are in addition to charges for DID service.

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Effective:

SECTION 1 BASIC SERVICES (Cont'd)

A-5 Residential Service

1. Applicability

These rates are applicable to residential service.

2. Territory

Within the base rate areas of all exchanges served by the Company.

3. Rates

4. Flat Rate Service, monthly recurring charge:

Rate Class A	\$ 15.05
Rate Class B	\$ 13.50
Rate Class C	\$ 15.75
Rate Class D	\$ 14.20
Rate Class E	\$ 16.55
Rate Class F	\$ 15.00
Rate Class G	\$ 17.75
Rate Class I	\$ 18.25

Service Establishment, non-recurring charge:<sup>1</sup> \$ 25.00

b. Budget Pac, monthly recurring charge:

Rate Class A	\$ 11.05
Rate Class B	\$ 9.50
Rate Class C	\$ 11.05
Rate Class D	\$ 9.50
Rate Class E	\$ 11.05
Rate Class F	\$ 9.50
Rate Class G	\$ 11.05
Rate Class I	\$ 11.05

Service Establishment, non-recurring charge:<sup>1</sup> \$ 25.00

Measured Usage Charges (per minute):

(1) Area A (Intra-Exchange)	Peak First Minute	\$ 0.0500	Off-Peak	\$ 0.0250
(2) Area B (0-22 Miles)	Peak First Minute	\$ 0.0700	Off-Peak	\$ 0.0350
(3) Area C (23-30 Miles)	Peak First Minute	\$ 0.0900	Off-Peak	\$ 0.0450
(4) Area D (31-40 Miles)	Peak First Minute	\$ 0.1100	Off-Peak	\$ 0.0550
(5) Area E (41-55 Miles)	Peak First Minute	\$ 0.1300	Off-Peak	\$ 0.0650

SECTION 1 BASIC SERVICES (Cont'd)

A-5 Residential Service (Cont'd)

3. Rates (Cont'd)

c. Individual Line, monthly recurring charge:

Rate Class A	\$ 10.45
Rate Class B	\$ 9.50
Rate Class C	\$ 10.45
Rate Class D	\$ 9.50
Rate Class E	\$ 10.45
Rate Class F	\$ 9.50
Rate Class G	\$ 10.45
Rate Class I	\$ 10.45

Service Establishment, non-recurring charge: \$ 25.00

Usage Charges (per call): \$ 0.135

Call Allowance: 30

d. Hunting Service Charge

Installation Charge (non-recurring):

\$ ICB

(Per line arranged for hunting, per month):

\$ ICB

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1510 North Hampton Road, Suite 120  
DeSoto, TX 75115

Effective

SECTION 1 BASIC SERVICES (Cont'd)

A-6 Residential Lifeline Service

1. Special Terms and Conditions

- a. Lifeline service is provided only to the Subscriber's principal residence. The Subscriber's principal residence comprises the entire portion of the Subscriber's house, flat, apartment, or other dwelling place that is occupied by the Subscriber's family that functions, or individuals who along with the Subscriber function, as a single domestic enterprise. A room or portion of such a dwelling place that is occupied exclusively by an individual who is not part of the domestic enterprise residing in the remainder of the dwelling place may be considered a separate residence for purposes of establishing that individual's eligibility for Lifeline service.
- b. The principal residence of a Subscriber to Lifeline service must not be served by more than one local exchange telephone line.

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Effective:

SECTION 1 BASIC SERVICES (Cont'd)

A-6 Residential Lifeline Service (Cont'd)

1. Special Terms and Conditions (Cont'd)

- c. The Subscriber's total household income for the fiscal year in which Lifeline service is provided, including the income of all family members and other individuals who are functioning along with the Subscriber as a single domestic enterprise, must not exceed the following limits:

<u>Household Size</u>	<u>Income Limitation</u>
1-2	\$17,750
3	\$20,910
4	\$25,090
Each Additional Member	\$ 4,180

No person who is claimed as a dependent on another person's income tax return is eligible for Lifeline service. The Subscriber's total household income is subject to verification by the Commission or by the Company.

- d. Subscribers to and Applicants for Lifeline service must certify, on a form to be provided by the Company, at the time the initial application for Lifeline service is made and annually thereafter or at any time the eligibility criteria for Lifeline service change, that they meet the eligibility criteria established herein. Such certification must be provided to the Company before Lifeline service will be provided. The Company will mail new certification forms to Lifeline Subscribers annually and at any other time the eligibility criteria change. In the event the Company does not receive a Subscriber's certification of eligibility within 60 days of the date the new forms are mailed by the Company, the Subscriber's service will be changed to Basic Residential Measured Service (for Subscribers to measured service) or to Residential Flat Rate Service (for subscribers to flat rate service). In such case, no change charge will apply.

SECTION 1 BASIC SERVICES (Cont'd)

A-6 Residential Lifeline Service (Cont'd)

I. Special Terms and Conditions (Cont'd)

- e. No deposit or other form of security will be required of an Applicant for Lifeline service unless the Applicant has an unpaid final residential telephone service bill over 45 days old for service provided by any South Dakota local exchange carrier. Any Applicant who was previously a Subscriber of the Company and who owes any amount to the Company for residential service will be required to pay the entire unpaid balance as well as establish credit before service will be provided. A Subscriber whose service has been discontinued for nonpayment of the Company's bills will be required to pay any unpaid balance due the Company for service to the premises at which service is to be restored, to pay a reconnection charge, and to pay a deposit before service is restored.
- f. Subscribers to Lifeline service must notify the Company when they no longer qualify for Lifeline service or if the service no longer meets the household's needs. Upon receipt of such notification, the Company will change the service to the regular tariffed rates for the service furnished. No charge will be applicable for this change in service.
- g. If the Company discovers that conditions exist that cause the Subscriber not to qualify for Lifeline service, the Subscriber will be notified that the service will be converted to regular tariffed rates, retroactive to the latest date for which the Subscriber can establish eligibility. If the Subscriber cannot establish eligibility, the Company will back bill the customer to the date the Subscriber last submitted certification or re-certification of eligibility. The amount billed will be the difference between the Lifeline service rate and the regular tariffed rate, excluding usage, and will include nonrecurring charges, if applicable. In addition, the Subscriber will be subject to normal deposit requirements. No charge will be applicable for this change in service.

h. Tribal Lifeline

Description:

Tribal Lifeline provides additional lifeline support of up to \$25.00, in addition to the baseline Federal Lifeline support of \$6.10 for qualifying low-income individuals living on reservations as defined by the Bureau of Indian Affairs (BIA) regulations.

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## SECTION 1 BASIC SERVICES (Cont'd)

### Terms and Conditions:

Residents living on reservations are eligible for the Tribal Lifeline benefit if they participate in one or more of the following programs:

- Medicaid (e.g. Title XIX/Medical, state supplemental assistance)
- Food Stamps
- Supplemental Security Income (SSI)
- Federal public housing assistance
- Low-Income Home Energy Assistance Program (LHEAP)
- Bureau of Indian Affairs general assistance program
- Tribally administered Temporary Assistance for Needy Families block grant program
- Head Start programs (only for those meeting its income-qualifying standard)
- National School Lunch Program's free lunch program.

The Company must obtain the customer's signature on a document in which the eligible customer certifies, under penalty of perjury, that such customer receives benefits from at least one of the programs above, and lives on a reservation. In addition to identifying the program or programs from which that customer receives benefits, the customer must also agree to notify the Company if that customer ceases to participate in the qualifying program or programs.

Tribal Lifeline benefits apply to the primary flat local residential access line, outside the base rate area and touch-tone service charges, mileage charges, zone charges, or other non-discretionary charges associated with basic residential service. The benefit may not bring the basic local residential access line rate below \$1.00 per month.

### Expanded Link-Up Program

#### Description:

Residents living on reservations who qualify for Tribal Lifeline, are eligible for an additional Expanded Link-Up benefit of up to \$70.00, in addition to the Link-Up Program. Therefore Link-Up benefits could total up to \$100.00. The additional benefit will apply towards 100% of the connection charges between \$60.00 and \$130.00 which are assessed to begin service at the principal residence of the eligible resident. Eligible charges include any charges customarily assessed to connect the subscriber to the network, including line extension charges, zone connection charges and special construction charges.

Nonrecurring Charge Credit      Credit USOC

Expanded Link-Up      LNKEL

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SECTION 1 BASIC SERVICES (Cont'd)

Monthly Credit Flat individual line (1FR)	Credit USOC(2)	Credit Amount
Chamberlain	ASGFT	\$ 13.00
Flandreau	ASGFT	\$ 13.00
Pierre	ASGFT	\$ 13.80
Stargis	ASGFT	\$ 13.00
Morristown/McIntosh		
Base Rate Area	ASGFT	\$ 11.45
Outside Base Rate Area	ASGFT	\$ 14.45
Timber Lake		
Base Rate Area	ASGFT	\$ 10.75
Outside Base Rate Area	ASGFT	\$ 13.75

The ASGFX credit of \$6.10 applies in addition to the Tribal Lifeline credit.

The credit amount is calculated by adding the 1FR rate and any applicable outside the base rate area and touch-tone charges plus the \$4.35 subscriber line charge together. The ASGFX credit of \$6.10 is subtracted from the total and the remaining difference less \$1.00 which is the minimum Tribal Lifeline rate allowed, is the credit amount. For example: Tribal Lifeline customer in Timber Lake, outside the base rate area,  $(\$15.00 + \$1.50 + \$4.35 = \$6.10 = \$14.75 - \$1.00) = \$13.75$  credit.

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## SECTION 2 CUSTOM CALLING SERVICES

### A-1 Features

Custom Calling Features may be offered subject to availability from the underlying carrier.

#### 1. Call Forwarding

Call Forwarding allows for the automatic forwarding (transfer) of all incoming calls to another telephone number. The line can be restored to normal operation at any time.

Busy Call Forwarding allows the forwarding of incoming calls when the line is busy. The forwarded number is fixed by the service order.

Delayed call Forwarding allows the forwarding of incoming calls when the line remains unanswered after a present number of rings. The number of rings and the forwarded number are fixed by the service order.

Select Call Forwarding allows the automatic forwarding (transfer) of calls from up to ten pre-selected numbers to another telephone number. The line can be restored to normal operation at any time.

Remote Access Call Forwarding allows the activation and deactivation of the Call Forwarding feature and changes to the forwarded number to number from a location other than where the service is located.

#### 2. Call Waiting

Call Waiting sends a tone signal while a call is in progress to indicate a second call is waiting; and by operation of the switchhook, to place the first call on hold and answer the waiting call. Operation of the switchhook permits passage back and forth between the two calls, but a three-way call cannot be established.

Cancel Call Waiting allows the dialing of an activation code prior to making a call, to cancel the Call Waiting feature. Cancel Call Waiting must be activated each time Call Waiting is canceled.

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SECTION 2 CUSTOM CALLING SERVICES (Cont'd)

A-1 Features (Cont'd)

3. Three-Way Calling

Three-Way Calling allows the addition of a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The initiator of the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. This feature may be used on both incoming and outgoing calls.

4. Priority Ringing

Priority Ringing differentiates incoming calls from up to ten pre-selected telephone numbers by signaling with a distinctive ringing pattern.

5. Repeat Dialing

Repeat Dialing allows calls to be automatically redialed when the first attempt reaches an busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the originating telephone line with a distinctive ringing pattern when the busy number and the originating line are free.

6. Call Screening

Call Screening allows the automatic blocking of incoming calls from up to ten pre-selected telephone numbers. The list of numbers can be changed at any time. Callers whose numbers have been blocked will hear a recorded message and no usage charges will apply.

7. Call Return

Call Return allows the return of a call to the last incoming call whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. A distinctive ringing pattern signals when the busy number is free. When answered, the call is then completed. The calling party's number is not delivered or announced to the call recipient.

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### SECTION 3 MISCELLANEOUS SERVICES

#### A-1 Directory Listings; Distribution of Directories

The Company does not publish a directory or provide other similar listings of its Subscribers.

However, the Company will arrange for Subscribers, other than Subscribers requesting non-published service, to be listed in the directories and directory assistance records of the incumbent LEC in accordance with their listing service tariff schedules, subject to availability of such listing services to Company's Subscribers. The Company hereby concurs in such schedules on file with the Commission that are current and effective as of the effective date of this tariff sheet. Subscribers are responsible for payment of all rates and compliance with all terms and conditions set forth in such schedules. The Company will distribute or provide for the distribution to each Subscriber, at no charge, one copy of the Incumbent LEC white and yellow pages directory applicable to the location at which the Subscriber receives service.

#### A-2 Non-Published Service

At the request of the Subscriber, the Subscriber's name, address, and telephone number will not be listed in any directory or directory assistance records available to the public, except that the number may be included in reference listings. However, such information, along with call forwarding information from such numbers, will be released in response to legal process or to certain authorized governmental agencies pursuant to tariff.

Non-Published Service Charge  
(per line, per month):

\$ 1.20

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SECTION 3 MISCELLANEOUS SERVICES (Cont'd)

A-3 Directory Assistance

Users of the company's calling services (excluding 800 services), may obtain assistance in determining telephone numbers within South Dakota by calling the Directory Assistance operator.

Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

A Directory Assistance call charged to a calling card or commercial calling card or to a third number will be billed the appropriate operator charge, as specified in this tariff, plus the charge for Directory Assistance.

Non-published telephone numbers are not available from the Directory Assistance service.

- |   | <u>Charge</u> |
|---|---------------|
| 1. Directory Assistance (per call):   | \$1.50        |
| 2. A credit will be given for calls to Directory Assistance when:   |               |
| a. the Customer experiences poor transmission or is cut off during call.  |               |
| b. the Customer is given an incorrect telephone number, or the Customer inadvertently misdials an incorrect Directory Assistance NPA. |               |
| c. to receive a credit, the Customer must notify the Company of the problem experienced.  |               |

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SECTION 3 MISCELLANEOUS SERVICES (Cont'd)

A-4 900/976 Blocking

1. Applicability

Applicable to all Subscribers of the Company's local exchange service.

2. Territory

Within the base rate areas of all exchanges served by the Company

3. Description

The Company will, upon a Subscriber's request and where technically feasible, block calls placed from the Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers, whether directly dialed or placed through operator-assisted service provided by the Company's operators. Call Blocking and Remove Call Blocking charges apply as specified below. At central offices where per-line blocking is not technically feasible, all calls to 976 and 900 numbers will be blocked.

The Company may block calls placed from a Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers if the Subscriber fails or refuses to pay any charges billed by the Company for calls to such numbers, except for any charges for which adjustments have been granted. Call Blocking and Remove Call Blocking charges apply as specified below.

The Company may block calls placed from a Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers if the account, unpaid charges to be billed by the Company for calls to such numbers at any time exceeds \$10.00 and the Company is unable to contact the Subscriber to secure the Subscriber's agreement to pay for such calls. Call Blocking and Remove Call Blocking charges do not apply.

4. Rates

	Non-recurring Charge	Monthly Rate
a. Call Blocking, per line	\$ 10.00	No Charge
b. Remove Call Blocking	\$ 10.00	No Charge

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Original Title Page

**Tariff Applicable To  
Intrastate Telecommunications Services  
Provided within the State of South Dakota**

**By**

**PREMIERE NETWORK SERVICES, INC.**

**Date Filed:**

**Effective:**

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1510 N. Hampton, Suite 120  
DeSoto, TX 75115



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.

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500 E. Capitol  
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**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

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### EXPLANATION OF SYMBOLS

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule, or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction..
- (T) To signify change in wording of text but not change in rate, rule or condition.

### EXPLANATION OF ABBREVIATIONS

- LATA Local Access and Transport Area. A geographic area established by the U.S. District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.
- LEC Local Exchange Company.
- NECA National Exchange Carriers Association.

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## SECTION 1 - DEFINITIONS

**Access Line** - An arrangement which connects the Customer's telephone to a Premiere 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 terms and conditions of this tariff. The Customer remains responsible for payment of services.

**Commission** - Federal Communications Commission.

**Company or Carrier** - Premiere Network Services, Inc. unless otherwise 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.

**ICB - Individual Case Basis.** Custom assembly built on a contract basis for a specific business application or to meet a customer need not envisioned in the remainder of this tariff.

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**SECTION 1 - DEFINITIONS, (CONT'D.)**

**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 that 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 purposes of rating calls.

**Premiere** - Used throughout this tariff to refer to Premiere Network Services, Inc.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of Premiere Network Services, Inc.

Premiere's services and facilities are furnished for communications originating within the United States under terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

Premiere 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. Premiere 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 Premiere network.

Premiere provides resold value-added and facilities-based telephone communications services. Premiere is a "Designer Carrier"™, providing advanced services such as OC-12 SONET Access Facilities, Asynchronous Transfer Mode Services (ATM), ISDN/ASDL/DSL Services, T1/T3 Services (also including T1/T3 upgrades to SONET OC-XX), Integrated Wide Area Network Management Systems, Fault-Tolerant Network Assemblies for Disaster Recovery, Native LAN Connectivity, Business Resumption Services, Televaulting and Remote Data Archiving, Teleradiology and Medical Applications, Education, Remote Serving Applications, and Custom Call Center and Call routing capabilities.

### 2.2 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 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Limitations

- 2.3.1 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.
- 2.3.2 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.
- 2.3.3 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.
- 2.3.4 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 Premiers in its reasonable judgment.

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## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

### 2.4 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 conditions of service.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)**

**2.5 Liability**

- 2.5.1** 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 not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.5.2** 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.
- 2.5.3** 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.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Liability, (cont'd.)**

**2.5.4** 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, restriction, 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.

**2.5.5** 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 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Liability, (cont'd.)**

**2.5.6** 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 servicemark 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 systems 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.

**2.6 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 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Billing and Payment for Service**

**2.7.1 Responsibility for Charges**

Charges for installations, service connections, moves, rearrangements, and portable services, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual costs 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.

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## SECTION 2 - RULES AND REGULATIONS. (CONT'D.)

### 2.7 Billing and Payment for Service. (cont'd)

#### 2.7.2 Payment for Service

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

#### 2.7.3 Late Payment Fees

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

#### 2.7.4 Return Check Charge

The Company reserves the right to assess a return check charge of \$15.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.

#### 2.7.5 Customer Complaints and Billing Disputes

The Company's toll-free customer service number for inquiries is 1-800-443-4374. The mechanism by which the Company intends to bill for local exchange and other service entails use of a computerized computer and Postal billing system. All fulfillment activities will take place in the Company's DeSoto, Texas corporate headquarters. The customer bill cycle will be dependent upon the payment cycle and will occur monthly thereafter. Customer service representatives located in the Company's DeSoto, Texas facility will handle billing inquiries. The Company's billing system will be capable of identifying and billing interstate access (long distance) traffic, in accordance with Multiple Exchange Carrier Access Billing ("MECB") Guidelines as developed by the billing committee of the Operating and Billing Forum ("OBF"). In the event of a billing dispute with a Customer, the Company will perform a review of the disputed billing amount and attempt to reach a settlement or the mutual satisfaction of all parties. Following a full investigation to determine

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whether or not the charges may have been fraudulent, improper or unauthorized. The Company may refund total or partial amounts of the disputed bill to each customer. The Company's customer service representatives will be available 24 hours a day, seven days a week. The South Dakota Public Utilities Commission can be contacted for any customer complaints by using their Customer Complaint Toll Free Number 800-332-1782 as well as TTY Through Relay South Dakota at 800-551-1111.

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## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

### 2.8 Deposits

The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit the Company may apply against overdue charges. The amount of the security deposit shall not exceed two month's estimated usage, may vary with the Customer's credit history and projected usage, and be collected and maintained in accordance with Commission rules. The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation. Interest rates are determined by the South Dakota Public Utilities Commission. Interest on deposits, are calculated and rounded to the nearest one-tenth of one percentage point, except that in no event shall the rate be less than one and one-half percent. Interest shall be credited semi-annually to the service account of the Customer or paid upon return of the deposit, whichever occurs first. Deposits will be returned to a Customer upon cancellation of service or after one year, whichever occurs first, unless the Customer is delinquent in payment, in which case, the Company will continue to retain the deposit until the delinquency is satisfied. If service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the Customer.

### 2.9 Advance Payments

For Customers whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed two (2) months estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

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Premiere Network Services, Inc.  
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DeSoto, TX 75115



## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

### 2.10 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.

### 2.11 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 Premiere's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry. Provided the equipment utilized by the customer does not cause harmful interference to the network, in the judgment of Premiere. Premiere will not preclude the customer from use of any FCC-approved equipment. Premiere reserves the right in these cases to not guarantee a particular data speed for data transmission, rather, Premiere will however ascertain that the conditioning level for the type of services meets applicable specifications.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.12 Interconnection**

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. Private wire centers may also be established on the customer premises on a contract (ICB) basis.

**2.13 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 with in the installation, operation or maintenance of the Customer's 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 2 - RULES AND REGULATIONS, (CONT'D.)

### 2.14 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 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.15 Cancellation by the Customer**

The Customer may have service discontinued upon written 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.

**2.16 Refusal or Discontinuance by the Company**

Service continues to be provided until canceled by the Customer, in writing, or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

**2.16.1 For Nonpayment:** The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 30 days overdue.

**2.16.2 For Returned Checks:** The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.

**2.16.3 For Lack of Use:** The Company, by written notice to the Customer, may discontinue service in the same manner as provided for nonpayment of overdue charges if after sixty (60) days the service has not been used.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.16 Refusal or Discontinuance by the Company, (cont'd.)**

**2.16.4** For any violation of law or of any of the provisions governing the furnishing of service under this tariff: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.

**2.16.5** For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.

**2.16.6** For unauthorized or unlawful use of Travel Service numbers and Authorization Codes: Travel Service numbers and Authorization Codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or codes shall result in the immediate termination of service without notice.

**2.17 Restoration of Service**

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

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## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

### 2.18 Use of Recording Devices

Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and only if the Customer or Authorized User is able to connect or disconnect the recording device, or turn the recording device on or off, at will.

2.18.1 A Customer or Authorized User may record a conversation if the Customer or Authorized User obtains written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation.

2.18.2 A distinctive recorder tone must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversation that a recording device is being used.

2.18.3 The requirement of 2.18.1 and 2.18.2 are waived for Broadcast licensees who use a recording device to record a conversation for broadcast if all parties to the conversation are aware that the conversation will be broadcast.

Date Filed:

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### SECTION 3 - SERVICE DESCRIPTIONS AND RATES

#### 3.1 General

Premiere offers direct dialed intra LATA (1+) service, inbound toll-free number service and travel card services under terms of this tariff. Long distance when it is provided, is through a separate affiliate certificated specifically to provide that service.

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### SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)

#### 3.2 Timing of Calls

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

- 3.2.1 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.
- 3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3 For billing purposes, minimum call duration periods vary by service and are specified by product or option in subsequent sections of this tariff.
- 3.2.4 For billing periods, usage after the initial period varies by service and is specified by product or option in subsequent sections of this tariff.
- 3.2.5 If a Customer indicates that he/she was billed for an incomplete call, Premiere will reasonably issue credit for the call.

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### SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)

#### 3. Two-Point Service (cont'd)

##### 3.1 Classes of Service

Service is offered on a Station-to-Station or on a Person-to-Person basis. Day, Evening, Night and Weekend rates apply to all classes of service excluding the operator service charges specified in 1.4.2, as

##### 3.1.1 All Classes of Service

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM 7:00 PM*	DAY RATE PERIOD Full Rate					Night & Weekend Rate Period 40% Discount	
8:00 PM 7:00 PM*	EVENING RATE PERIOD 25% Discount					Night & Weekend Rate Period 40% Dis.	Evening Rate Period 25% Dis.
8:00 PM 7:00 PM*	NIGHT and WEEKEND RATE PERIOD 40% Discount						

\* Up to but not including.

##### 3.1.2 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
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Christmas Day	December 25

3.3.3 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 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)

#### 3. Long Distance Service (Cont'd)

##### 3.4 Time of Day:

The time when connection is established, as provided in 1.4, following, determined in accordance with the time standard or daylight savings - legally or commonly in use at the location of the rate center of the calling service point, determines whether Day, Evening, Night or Weekend rates apply. This rule applies whether the message is sent paid or collect.

##### 3.5 Area:

The following rates apply to intrastate intral ATA business between service points within the same intral ATAs in the State of South Dakota:

##### 3.5.1 Charges - All Classes of Service

- (A) Initial period rates indicated in the rate tables in 3.6 are for connections of one minute or any fraction thereof.
- (B) All additional minute rates indicated in the rate tables in 3.6 are for each additional minute or any fraction thereof, that the connection continues beyond the initial period.
- (C) Discounts for the Evening, and Night and Weekend reduced rate periods indicated in the table in 3.3.4, preceding, are expressed as a percent reduction of the charge calculated at the rates indicated in the table in 3.6 are applied to message connections established during the periods indicated in 3.3.4, preceding.
- (D) Discounts apply to the charge for the initial minute occurring within the discount rate period and to all additional minutes occurring within each discount rate period. The discount is computed separately for charges in each rate period and the results are then totaled. When application of the discount results in a fractional charge, the amount will be rounded down to the next cent.

### SECTION 3 - SERVICE DESCRIPTIONS AND RATES

#### 3. Long Distance Service (Cont'd)

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3.5 Rates (Cont'd)

3.5.1 Service Charges

- (A) The rates in (B), following, will apply on Operator Station-to-Station and Person-to-Person service in addition to the rates as specified in 3.5.1, preceding. Discounts as specified in 3.4.1, do not apply to service charges.

Long distance TRS calls charged to a Telephone Company Calling Card will be provided at rates which do not exceed those that would apply to a similar non-TRS call made using coin sent-paid service.

(B) Rates

DESCRIPTION

Rate  
Per Occurrence

STATION-TO-STATION SERVICE

Calling Card

Non-Automated

\$1.15

Semi-Automated

1.15

Fully Automated

0.40

Collect

Non-Automated

\$1.15

Semi-Automated

1.15

Fully Automated

1.15

Billed to a Third Number

Non-Automated

\$1.15

Semi-Automated

1.15

Coin Paid

Non-Automated

\$1.15

Semi-Automated

1.15

SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)

3. Long Distance Service (cont'd)

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1.1 Rates (cont'd)

1.1.1 Charges (cont'd)

(B) Rates (Cont'd)

PERSON TO PERSON SERVICE (1)

Non-Automated	\$2.80
Semi-Automated	2.80

OTHER SERVICES

Line Status Verification (2)	\$1.35
Busy Interrupt (2)	2.20

(C) Where the customer direct dials the Directory Assistance number, the charge is assessed according to the following procedure.

(1) Person-to-person service may be billed to a calling card, billed to a third number, or billed as collect at no additional charge.

(2) This charge is not applicable where an operator is requested to verify or interrupt interal ATA interexchange calls to or from authorized emergency agencies (i.e., police, fire and ambulance). Agencies that are not obvious emergency agencies may apply for an exemption so that charges as set forth, for line status verification and busy interrupt, are not applicable.

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)**

**1. Two-Point Services (Cont'd)**

**1.1 Rates (Cont'd)**

**1.1.1 Service Charges (Cont'd)**

- (D) Where the customer direct dials the Directory Assistance number, the charge for each call (maximum of two requests per call) is \$0.30 for each in excess of the allowance.
- (E) Where the customer places a call to the Directory Assistance Attendant via an operator or has Directory Assistance Charges billed to a telephone credit card, or a telephone number other than the originating number, the charge for each call (maximum of two requests per call) is \$0.60. If dial facilities are not available, calls placed to Directory Assistance via an operator shall be considered as customer dialed.
- (F) No credit will be given for any unused portion of the customers allowance. No credit will be given for requested telephone numbers that are nonpublished or nonlisted. No credit will be given for requested telephone numbers that are not found in the directory.
- (G) Call allowances are not transferable between separately billed Accounts of the same customers.

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)**

**3. Two-Point Service (Cont'd)**

**3.2.1. Rates (Cont'd)**

**3.2.3. Timing of Messages**

- (A) On Station-to-Station calls, chargeable time begins when connection is established between the calling and the called service points, mobile telephone system or private exchange system.
- (B) On Person-to-Person calls, chargeable time begins when connection is established between the calling person and the particular person or service point specified or an agreed upon alternate.
- (C) Chargeable time ends when the connection is terminated at any point.
- (D) Chargeable time ends when the calling service point "hangs up" thereby releasing the network connection. If the called service point "hangs up" but the calling service point does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the SWBT operator. Whose operators will they use?
- (E) Chargeable time does not include time lost because of faults or defects in service.

Time Point

Effective:

### SECTION 3 - SERVICE DESCRIPTIONS AND RATES

#### 3.1. Long Distance Service (Cont'd)

#### 3.1. Rate Tables

##### 3.1.1. Local Station-to-Station, Operator Station-to-Station, and Operator Person-to-Person

Rate Message	Day Initial 1 Minute	Day Each Additional Minute
1-17	\$ 0.10	\$ 0.08
18-22	0.15	0.12
23-29	0.21	0.18
30-34	0.25	0.24
35-41	0.31	0.31
42-51	0.37	0.36
52-66	0.41	0.40
67-81	0.44	0.43
82-105	0.46	0.45
over	0.49	0.47

3.1.2 In addition to the Basic Rate Schedule, listed in 3.1.1., Operator Service Charges as listed 3.5.2 may apply.

3.1.3 Discounts apply to total minutes of use for all messages. Discounts do not apply to operator assistance service charges.

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**SECTION 3 – SERVICE DESCRIPTIONS AND RATES (CONT'D)**

**3. Two-Point Service (cont'd)**

**3.5. Conference Service**

**3.5.1 Definition**

Long Distance Message Telecommunications Conference Service is the furnishing of simultaneous connections between three or more intraLATA exchange access arrangements.

**3.5.2 Conditions Under Which Service is Furnished**

3.5.2.1 Service is furnished where and to the extent that service components permit.

3.5.2.2 The connections will be established on either a Person-to-Person or Station-to-Station basis.

3.5.2.3 Premiere will, upon request, attempt to establish the conference connections at a specified time.

3.5.2.4. Charges for conference service may be reversed provided that the total charge is billed against one called service point and that the charge is accepted at the designated service point.

**3.5.3 Timing of Messages**

3.5.3.1 The chargeable duration of the message is the elapsed time between the start of the conversation, with all service points on the intraLATA conference connection, and the time at which the disconnect signal is received from the originating service point, except as provided in 3.7.3.2. following.

3.5.3.2 When the originating customer requests that one or more service points be added to or disconnected from an intraLATA conference call on which conversation is in progress, that call is considered terminated and a new call is considered initiated to the revised group or service points.

3.5.3.3 Chargeable time does not include time lost because of faults or defects in the service.

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)**

**3. Two-Point Service (cont'd)**

**3.5. Conference Service (cont'd)**

**3.5.4 Rates and Charges**

The total charge for the intraLATA conference connection is the sum of the setup charge and the charge for total conversation time.

**3.5.4.1** The setup charge is \$1.85 for each service point included in the intraLATA conference call.

**3.5.4.2** The charge for conversation time will consist of the total minutes of conversation multiplied by the appropriate charge per minute applying to the intraLATA conference call.

The per minute charge for each service point is as follows:

<u>Mileage Between the Two Most Distant Service Points</u>	<u>Charge Per Minute</u>
0 - 17	\$ 0.06
18- 66	0.12
Over 66	0.18

**3.6 Application of Special Charges**

A special charge may be applied based upon the cost of any special equipment used. Such special charges are separate from and in addition to the initial period and additional period rates computed as outlined in this tariff.

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### SECTION 3 – SERVICE DESCRIPTIONS AND RATES

#### 3.7. Special Reduced Rates

##### 3.7.1 Rates Applicable on Certain Holidays

- 3.7.1.1 On Christmas Day (December 25) and on New Year's Day (January 1), Independent Day (July 4), Thanksgiving Day and Labor Day and on resulting legal holidays when Christmas, New Year's or Independence Day legal holidays fall on dates other than December 25, January 1 or July 4, the holiday rate applicable on all classes of two-point LDMTS between intraLATA service points within the State of South Dakota, is the Evening rate, unless a lower rate would normally apply. Discounts do not apply to service charges as specified in 3.4.2.

#### 3.8. Carrier Access Service

Originating and terminating switched access lines are available to access long distance 1+, 0+, 800, 900, and other IXC service via Premiere access line. The charges shown on the following page are rendered to IXC's through the appropriate billing systems and settlement mechanisms. These rates have been adopted from a cost-based rate case study for a major South Dakota local carrier. They may be subject to change in the future if Premiere adopts another state-certified rate or initiates its own cost study.

##### 3.8.1 Monthly Recurring Charges

Originating Common Carrier Line	0.02788000
Originating Local Switching	0.01230000
Originating Residual Interconnection Charge	0.00000000
Terminating Common Carrier Line	0.03994800
Terminating Local Switching	0.01230000
Terminating Residual Interconnection Charge	0.00000000
Directory Assistance per Call	0.85000000

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**SECTION 4 - MISCELLANEOUS SERVICES AND RATES**

**4. Directory Assistance**

Directory Assistance is available to Customers of Premiere Network Services, Inc. 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 \$0.85

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

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## SECTION 5 - PROMOTIONS

### 5. 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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Effective: \_\_\_\_\_

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## SECTION 6 - CONTRACT SERVICES

### 6. 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 shall 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 specialty 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. The contract specifics may be filed with the applicable regulatory body as required, but under cover if they contain proprietary business information or trade secrets.

Date Filed: \_\_\_\_\_

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

Issued by: Leo A. Wrobel, President  
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CONFIDENTIAL

# [2]

COMPETITIVE COMMUNICATIONS GROUP

November 15, 2000

RECEIVED

South Dakota Public Utilities Commission  
500 East Capitol Avenue  
Pierre, South Dakota 57501-5070

NOV 16 2000

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

RE: Application of Premiere Network Services, Inc. to Provide Telecommunications  
Service in the State of South Dakota - Docket Number TC00-134

Enclosed for filing on behalf of Premiere Network Services, Inc. are an original and two (2) copies of the extra information that was requested in order to complete the Commission's analysis of the above referenced application. This information was requested by Michele M. Farris, P.E., Utility Analyst of the Commission.

If there should be any questions regarding this application, please contact me at 301-842-1437.

Best regards,

*Terri K. Firestein* <sup>NRA</sup>

Terri K. Firestein  
Consultant to Premiere Network Services, Inc.

Enclosure

RULES (Cont'd)

Rule 7 - Deposits and Advance Payments

A. Deposits:

1. Requirement: The Company will not require an Applicant or an existing Subscriber who fails to establish a satisfactory credit history to post a deposit as a guarantee for the payment of charges as a condition to receiving service or additional services.

B. Advance Payments:

1. At the time an application for service is made, an Applicant will not be required to pay an advanced payment.



RULES (Cont'd)Rule 14 - Limitation of LiabilityA. Liability of the Company

1. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct, or violations of law.
2. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be determined by the Commission or a court of competent jurisdiction pursuant to SDCL 49-13-1 and 49-13-1.1.
3. The Company will not provide a credit allowance for interruptions of service caused by the Subscriber's facilities, equipment, or systems.
4. Except as provided in section A.3, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in any of the services or facilities furnished by the Company under this tariff up to and including its local loop demarcation point, including exchange, toll, private line, supplemental equipment, alphabetical directory listings (excluding the use of bold face type), and all other services, shall be determined by the Commission or a court of competent jurisdiction pursuant to SDCL 49-134 and 49-13-1.1.
5. The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company:

The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer, an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to 30 days. When the interruption continues beyond 24 hours, credit allowances will be given in successive 24-hour multiples.

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Issued by: Leo A. Wrobel, President  
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Effective:

SECTION 1 BASIC SERVICES (Cont'd)

A-6 Residential Lifeline Service (Cont'd)

1. Special Terms and Conditions (Cont'd)

- c. Qualification for lifeline is current participation in at least one of the following programs: Medicaid (e.g. Title XIX/Medical, State Supplemental Assistance); Food Stamps; Supplemental Security Income; Federal Public Housing Assistance; and Low Income Energy Assistance.
- d. Subscribers to and Applicants for Lifeline service must certify, on a form to be provided by the Company, at the time the initial application for Lifeline service is made and annually thereafter or at any time the eligibility criteria for Lifeline service change, that they meet the eligibility criteria established herein. Such certification must be provided to the Company before Lifeline service will be provided. The Company will mail new certification forms to Lifeline Subscribers annually and at any other time the eligibility criteria change. In the event the Company does not receive a Subscriber's certification of eligibility within 60 days of the date the new forms are mailed by the Company, the Subscriber's service will be changed to Basic Residential Measured Service (for Subscribers to measured service) or to Residential Flat Rate Service (for subscribers to flat rate service). In such case, no change charge will apply.

Date Filed:

Issued by: Leo A. Wrobel, President  
1510 North Hampton Road, Suite 120  
DeSoto, TX 75115

Effective

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Liability

- 2.5.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, shall be determined in accordance with SDCL 49-13-1 and 49-13-1.1 and any other applicable law.
- 2.5.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3 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.

Date Filed: \_\_\_\_\_

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

Issued by: Leo A. Wrobel, President  
Premiere Network Services, Inc.  
1510 N. Hampton, Suite 120  
DeSoto, TX 75115

**COMPETITIVE COMMUNICATIONS GROUP**

November 15, 2000

South Dakota Public Utilities Commission  
500 East Capitol Avenue  
Pierre, South Dakota 57501-5070

RE: Application of Premiere Network Services, Inc. to Provide Telecommunications Service in the State of South Dakota - Docket Number TC00-134

Enclosed for filing on behalf of Premiere Network Services, Inc. are ten (10) copies of the corrected pages of the Local and Toll Tariff that Michele M. Farris, P.E., Utility Analyst of the Commission requested via our telephone conversation today.

If there should be any questions regarding this application, please contact me at 301-209-0271.

Best regards,



Nichol R. Hyatt  
Administrative Assistant

Enclosure

**RECEIVED**

NOV 20 2000

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

RULES (Cont'd)

Rule 14 - Limitation of Liability

A. Liability of the Company

1. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct, or violations of law.
2. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be determined by the Commission or a court of competent jurisdiction pursuant to SDCL 49-13-1 and 49-13-1.1.
3. The Company will not provide a credit allowance for interruptions of service caused by the Subscriber's facilities, equipment, or systems.
4. Except as provided in section A.3, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in any of the services or facilities furnished by the Company under this tariff up to and including its local loop demarcation point, including exchange, toll, private line, supplemental equipment, alphabetical directory listings (excluding the use of bold face type), and all other services, shall be determined by the Commission or a court of competent jurisdiction pursuant to SDCL 49-13-1 and 49-13-1.1.
5. The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company:

The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer, an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to 30 days. When the interruption continues beyond 24 hours, credit allowances will be given in successive 24-hour multiples.

Date Filed:

Issued by: Leo A. Wrobel, President  
1510 North Hampton Road, Suite 120  
DeSoto, TX 75115

Effective:

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.8 Deposits**

The Company will not require a deposit from the Customer.

**2.9 Advance Payments**

The Company will not require an Advanced Payment from the Customer.

Date Filed:

Effective:

Issued by: Leo A. Wrobel, President  
Premiere Network Services, Inc.  
1510 N. Hampton, Suite 120  
DeSoto, TX 75115

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

IN THE MATTER OF THE APPLICATION OF )	ORDER GRANTING
PREMIERE NETWORK SERVICES, INC. FOR A )	CERTIFICATE OF
CERTIFICATE OF AUTHORITY TO PROVIDE )	AUTHORITY
INTEREXCHANGE TELECOMMUNICATIONS )	
SERVICES AND LOCAL EXCHANGE )	TC00-134
SERVICES IN SOUTH DAKOTA )	

On September 5, 2000, the Public Utilities Commission (Commission) received an application for a certificate of authority from Premiere Network Services, Inc. (Premiere).

Premiere proposes to offer resold and facilities-based local exchange and interexchange service. A proposed tariff was filed by Premiere.

On September 7, 2000, the Commission electronically transmitted notice of the filing and the intervention deadline of September 22, 2000, to interested individuals and entities. No petitions to intervene or comments were filed and at its regularly scheduled November 30, 2000, meeting, the Commission considered Premiere's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to rural safeguards, and subject to the condition that Premiere not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. Commission Staff further recommended a waiver of ARSD 20:10:24:02(8) and ARSD 20:10:32:03(11).

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3 and 49-31-69 and ARSD 20:10:24:02, 20:10:24:03 and 20:10:32:03. The Commission finds that Premiere has met the legal requirements established for the granting of a certificate of authority. Premiere has, in accordance with SDCL 49-31-3 and 49-31-71, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota. Further, the Commission finds that there is good cause to waive subparagraph (8) of ARSD 20:10:24:02 and subparagraph (11) of ARSD 20:10:32:03.

The Commission approves Premiere's application for a certificate of authority, subject to rural safeguards, and subject to the condition that Premiere not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. The certificate of authority for Premiere shall authorize it to offer local exchange services in South Dakota, except in those areas served by a rural telephone company. In the future, should Premiere choose to provide local exchange services statewide, with respect to rural telephone companies, Premiere will have to come before the Commission in another proceeding before being able to provide local service in that rural service area pursuant to 47 U.S.C. § 253(f) which allows the Commission to require a company that seeks to provide service in a rural service area to meet the requirements

in 47 U.S.C. § 214(e)(1) for designation as an eligible telecommunications carrier. In addition, the granting of statewide certification will not affect the exemptions, suspensions, and modifications for rural telephone companies found in 47 U.S.C. § 251(f). It is therefore

ORDERED, that Premiere's application for a certificate of authority to provide interexchange telecommunications services and local exchange services is granted subject to the condition that Premiere not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission; and it is

FURTHER ORDERED, that Premiere shall file informational copies of tariff changes with the Commission as the changes occur; and it is

FURTHER ORDERED, that the Commission shall authorize Premiere to offer its local exchange services in South Dakota, except in those areas served by a rural telephone company; and it is

FURTHER ORDERED, that the Commission finds good cause to waive subparagraph (8) of ARSD 20:10:24:02 and subparagraph (11) of ARSD 20:10:32:03

Dated at Pierre, South Dakota, this 7<sup>th</sup> day of December, 2000.

**CERTIFICATE OF SERVICE**

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

By: Melanie Kalbo

Date: 12/8/00

(OFFICIAL SEAL)

**BY ORDER OF THE COMMISSION:**

James A. Burg  
JAMES A. BURG, Chairman

Pam Nelson  
PAM NELSON, Commissioner

Laska Schoenfelder  
LASKA SCHOENFELDER, Commissioner



# SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

## CERTIFICATE OF AUTHORITY

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

Authority was Granted November 30, 2000  
Docket No. TC00-134

*This is to certify that*

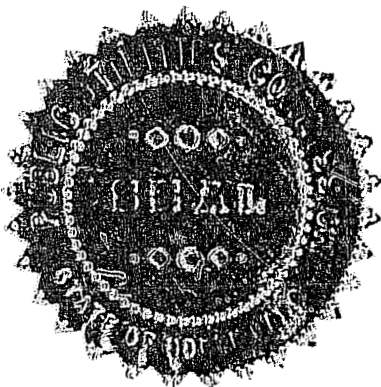
### PREMIERE NETWORK SERVICES, INC.

is authorized to provide interexchange telecommunications services, including local exchange services in nonrural areas in South Dakota, subject to the condition that Premiere Network Services, Inc. not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission.

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

Dated at Pierre, South Dakota, this 7<sup>th</sup> day of December, 2000.

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION:



*James A. Burg*  
JAMES A. BURG, Chairman

*Pam Nelson*  
PAM NELSON, Commissioner

*Laska Schoenfelder*  
LASKA SCHOENFELDER, Commissioner