

KC/HB

TC03-097

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

In the Matter of        IN THE MATTER OF THE PETITION OF         
       MIDCONTINENT COMMUNICATIONS         
       FOR A WAIVER OF ARSD 20:10:33:5       

**Public Utilities Commission of the State of South Dakota**

DATE	MEMORANDA
6/19 03	Filed and Docketed;
<del>6/26 03</del>	<del>Order Granting Petition</del>
7/10 03	SDTA Petition to Intervene;
7/11 03	Petition to Intervene (Northern Valley Comm);
8/8 03	Order Granting Intervention;
9/23 03	Brief in Support of Petition for Waiver;
9/23 03	Affidavit of Sh. Tom Simmons;
10/9 03	Certificate of Service;
11/20 04	Stipulation;
2/13 04	Stipulation;
2/25 04	Order Approving Stipulation and Granting the Petition for Waiver;
2/25 04	Docket Closed.

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TC03-097

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June 19, 2003

e-mail  
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RECEIVED

JUN 19 2003

**HAND DELIVERED**

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

Pam Bonrud  
Executive Secretary  
Public Utilities Commission  
500 East Capitol Avenue  
Pierre, SD 57501

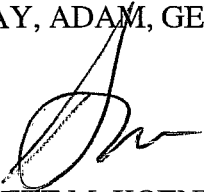
RE: IN THE MATTER OF MIDCONTINENT COMMUNICATIONS  
Our file: 0053

Dear Pam:

Enclosed are an original and ten copies of a Petition for Waiver in the above-entitled docket.  
Please file the enclosure.

Very truly yours.

MAY, ADAM, GERDES & THOMPSON LLP



BRETT M. KOENECKE

BMK:njh

Enclosures

BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA

RECEIVED

JUN 19 2003

IN THE MATTER OF )  
MIDCONTINENT COMMUNICATIONS )

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

PETITION FOR WAIVER

COMES NOW Midcontinent Communications by and through its attorneys May, Adam, Gerdes & Thompson, LLP, of Pierre, South Dakota, and moves the Commission for a Waiver pursuant to Rule 20:10:33:30 of the Service Standard contained in ARSD 20:10:33:19.

ARSD 20:10:33:19 states the commission's requirements regarding auxiliary and battery power. Midcontinent Communications has developed a system to provide uninterrupted service to telephone subscribers during periods of commercial power interruption which Midcontinent believes is more than sufficient but does not meet the letter of the rule. The rule may be appropriate for a copper based system, but the cable based system utilized by Midcontinent Communications requires a different plan designed to meet the needs of a cable system.

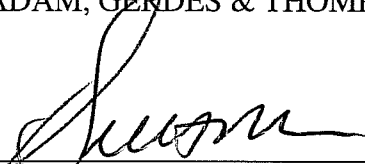
Midcontinent Communications has in place a Power Supply Response Team which the Commission should find more than adequate to serve Midcontinent's customers. Midcontinent utilizes power supplies within its network which convert commercial power to 87.5 volts AC and provide network power in the event of failure. Each power supply unit shall have battery backup in order to continue to provide network power in the event of a commercial power failure. Portable generators shall be deployed by the Power Supply Response Team to provide continuous uninterrupted power augmenting the battery power life cycle.

WHEREUPON, Midcontinent Communications asks the Commission to grant a Waiver pursuant to rule which acknowledges the Midcontinent power supply response team as adequate in place of the requirements in ARSD 20:10:33:18.

Dated this 19 day of June, 2003.

MAY, ADAM, GERDES & THOMPSON LLP

BY: \_\_\_\_\_

  
BRETT M. KOENECKE  
Attorneys for Midcontinent Communications  
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PO Box 160  
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**South Dakota Public Utilities Commission**  
**WEEKLY FILINGS**  
**For the Period of June 19, 2003 through June 25, 2003**

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact  
Delaine Kolbo within five business days of this report. Phone: 605-773-3705

**CONSUMER COMPLAINTS**

**CT03-011**     **In the Matter of the Complaint filed by Jon Briggs on behalf of Pioneer of Pierre, Pierre, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that long distance and 800-phone service was discontinued without notice, resulting in a loss of sales business for that week. No resolution was indicated at this time.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/19/03  
Intervention deadline: N/A

**CT03-012**     **In the Matter of the Complaint filed by Jon Briggs on behalf of Hand County Implement, Miller, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that long distance and 800-phone service was discontinued without notice, resulting in a loss of sales business for that week. No resolution was indicated at this time.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/19/03  
Intervention deadline: N/A

**CT03-013**     **In the Matter of the Complaint filed by Jon Briggs on behalf of Pioneer Garage, Inc., Highmore, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that long distance and 800-phone service was discontinued without notice, resulting in a loss of sales business for that week. Complainant seeks to have all assets of the respondent seized and a much higher bond requirement for companies doing this type of business in the future.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/19/03  
Intervention deadline: N/A

**CT03-014**     **In the Matter of the Complaint filed by Janet Davis on behalf of Legend Seeds, Inc., DeSmet, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that after purchasing two four year pre-paid long distance plans at a

total price of \$11,700.28, service was terminated after thirty days of use due to a financial crisis on the part of the respondent. Complainant seeks to have the contract fulfilled or to be refunded the full purchase price of the contracts.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/19/03  
Intervention deadline: N/A

**CT03-015 In the Matter of the Complaint filed by Denny and Doris Lauing, Blunt, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainants state that they purchased a seven year pre-paid long distance plan on 8/1/99 and that service was terminated on 6/5/03, three years before the plan was to expire. Complainants seek to be reimbursed for the amount of service not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/19/03  
Intervention deadline: N/A

**CT03-016 In the Matter of the Complaint filed by Marlene C. Frantz on behalf of Winner Livestock Auction Co., Winner, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that on 10/23/00 they purchased a six-year pre-paid long distance service plan. On 6/6/03 service was terminated without notice. Complainant seeks to be reimbursed for three years of pre-paid service that was not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/19/03  
Intervention deadline: N/A

**CT03-017 In the Matter of the Complaint filed by Verna Koskan on behalf of Koskan's, Wood, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that on 11/10/00 they purchased a four year pre-paid long distance service plan on the four lines in their homes and business plus various calling card plans. In December of 2002, an overpayment was made to the respondent and has not been refunded. Complainant seeks to be reimbursed for pre-paid service not provided and the overpayment that was made in December of 2002.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/19/03  
Intervention deadline: N/A

**CT03-018 In the Matter of the Complaint filed by Karen Jones on behalf of Jones Trucking, Ipswich, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that the respondent caused them to lose their 800 service for two weeks before it could be changed to another carrier and did not honor pre-paid long distance service contracts. Complainant seeks to be reimbursed for pre-paid service that was not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/19/03  
Intervention deadline: N/A

**CT03-019 In the Matter of the Complaint filed by Lyle Perman, Lowry, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant states that his pre-paid long distance service plan was terminated one thousand one hundred and thirty-seven days into his two thousand one hundred and ninety-day contract. Complainant seeks to be reimbursed for pre-paid service that was not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/19/03  
Intervention deadline: N/A

**CT03-020 In the Matter of the Complaint filed by Byron and Penny Woodruff, Wessington, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainants state that the six-year pre-paid long distance service plan they purchased on 12/31/02 was terminated on 6/5/03. Complainants seek to be reimbursed for pre-paid service that was not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/19/03  
Intervention deadline: N/A

**CT03-021 In the Matter of the Complaint filed by Glen Behnke, Britton, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant states that his pre-paid long distance service plan was terminated without notice three and one half years prior to the expiration date. Complainant seeks to be reimbursed for pre-paid service that was not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/19/03  
Intervention deadline: N/A

**CT03-022 In the Matter of the Complaint filed by Paul D. Nelson, Gettysburg, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant states that his pre-paid long distance service plan was terminated with eleven months of service remaining on the plan. Complainant seeks to be reimbursed for pre-paid service that was not provided and/or to be included in any bond disbursements.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/19/03  
Intervention deadline: N/A

**CT03-023 In the Matter of the Complaint filed by Tom Logue on behalf of Tyndall Motors, Tyndall, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that a six year pre-paid long distance service plan was purchased on 4/26/02 and that on 6/5/03 service was terminated without notice. Complainant seeks to be reimbursed for pre-paid service that was not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/19/03  
Intervention deadline: N/A

**CT03-024 In the Matter of the Complaint filed by Lars Lyngaas on behalf of Rapid Precision Manufacturing, Inc., Britton, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that a six-year pre-paid long distance service plan was purchased on 9/17/02 and that on 5/27/03 service was terminated without notice. Complainant seeks to be reimbursed for pre-paid service that was not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/19/03  
Intervention deadline: N/A

**CT03-025 In the Matter of the Complaint filed by James Gesswein on behalf of Gesswein Motors, Inc., Milbank, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that a four-year pre-paid long distance service plan was purchased on 5/22/02 and that on 6/3/03 service was terminated without notice. Complainant seeks to be reimbursed for pre-paid service that was not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/19/03  
Intervention deadline: N/A

**CT03-026 In the Matter of the Complaint filed by Dennis VanDerWerff, Platte, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant states that a four-year pre-paid long distance service plan was purchased on 9/20/02 and that on 6/4/03 service was terminated without notice. During the time the service was in place \$878.59 was paid to another long distance company for which the respondent agreed to reimbursement the complainant. In addition to the \$878.59, the complainant seeks to be reimbursed for pre-paid service that was not provided.



Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/19/03  
Intervention deadline: N/A

**CT03-027 In the Matter of the Complaint filed by William Schuneman on behalf of Grant County Implement Co., Milbank, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that a four-year pre-paid long distance service plan was purchased on 8/9/02 and that on 6/4/03 service was terminated without notice. Complainant seeks to be reimbursed for pre-paid service that was not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/19/03  
Intervention deadline: N/A

**CT03-028 In the Matter of the Complaint filed by John Scott on behalf of Scott Supply Co., Mitchell, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that a four-year pre-paid long distance service plan was purchased on 1/15/03 and that on 6/9/03 service was terminated without notice. Complainant seeks to be reimbursed for the full cost of the contract.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/19/03  
Intervention deadline: N/A

**CT03-029 In the Matter of the Complaint filed by Garry Peterka on behalf of First State Bank Miller, Miller, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that pre-paid long distance service contracts were purchased for the Miller and Highmore branches and that both plans have been terminated without notice prior to the expiration date of the contracts. Complainant seeks to have the losses covered by the bond carried by the respondent.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/19/03  
Intervention deadline: N/A

**CT03-030 In the Matter of the Complaint filed by Von Denning on behalf of V & S Trucking, Corsica, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that a four-year pre-paid long distance service plan was purchased on 11/19/02 and that on 6/3/03 service was terminated without notice. Complainant seeks to be reimbursed for pre-paid service that was not provided or to have the respondent fulfill the contract.

Staff Analyst: Jim Mehlhaff

Staff Attorney: Kelly Frazier  
Date Docketed: 06/19/03  
Intervention deadline: N/A

**CT03-031 In the Matter of the Complaint filed by Robert Angerhofer on behalf of South Dakota Automobile Club, Inc. dba AAA Travel Agency and AAA South Dakota, Sioux Falls, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that a four year pre-paid long distance service plan was purchased on 7/12/02 for each of the 15 offices in the state of SD. On 6/3/03 service was terminated without notice at one office and that over the next few days all 15 locations had lost service. Complainant seeks to be reimbursed by the respondent, bond or letter of credit for pre-paid service that was not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/19/03  
Intervention deadline: N/A

**CT03-032 In the Matter of the Complaint filed by David Gullickson on behalf of Farmers Implement and Irrigation, Inc., Brookings, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that a four-year pre-paid long distance service plan was purchased on 8/15/02 and that during the week of 6/9/03 service was terminated without notice. Complainant seeks to be reimbursed for pre-paid service that was not provided either by S&S or via the bond.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/19/03  
Intervention deadline: N/A

**CT03-033 In the Matter of the Complaint filed by Mike Schulte on behalf of Schulte's Flandreau Motors, Inc., Flandreau, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that a four-year pre-paid long distance service plan was purchased in August of 2002 and that on 6/3/03 service was terminated without notice. Complainant seeks to be reimbursed for pre-paid service that was not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/20/03  
Intervention deadline: N/A

**CT03-034 In the Matter of the Complaint filed by Renae Tisdall on behalf of Mobridge Regional Hospital, Mobridge, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that a four-year pre-paid long distance service plan was purchased on 1/27/03 and that on 6/2/03 service was terminated without notice. Complainant seeks to be reimbursed for pre-paid service that was not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/20/03  
Intervention deadline: N/A

**CT03-035 In the Matter of the Complaint filed by Bryan Krauter on behalf of Rushmore Electric Power Coop, Rapid City, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that a three-year pre-paid long distance service plan was purchased on 4/10/02 and that on 6/3/03 service was terminated without notice. Complainant seeks to be reimbursed for pre-paid service that was not provided along with the costs associated with re-establishing service.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/20/03  
Intervention deadline: N/A

**CT03-036 In the Matter of the Complaint filed by Karen Marcus on behalf of Olsen Implement, Inc., Huron, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that a four-year pre-paid long distance service plan was purchased on 5/14/02 and that in early June of 2003 service was terminated without notice. Complainant seeks to be reimbursed for pre-paid service that was not provided or to have the respondent fulfill the contract.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/20/03  
Intervention deadline: N/A

**CT03-037 In the Matter of the Complaint filed by Joe Wurtz on behalf of New Port Colony, Claremont, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that 2 seven year pre-paid long distance service plans were purchased, one on 9/20/99 and a second on 11/21/00 and that on 6/9/03 service was terminated without notice. Complainant seeks to be reimbursed for pre-paid service that was not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/20/03  
Intervention deadline: N/A

**CT03-038 In the Matter of the Complaint filed by Kenneth Wiese, Twin Brooks, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant states that a six-year pre-paid long distance service plan was purchased on 4/30/01. Service was terminated without notice after only two years. Complainant seeks to be reimbursed for pre-paid service that was not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/20/03  
Intervention deadline: N/A

**CT03-039 In the Matter of the Complaint filed by Terry Jacobson on behalf of Eugene Beckman & Sons, Brookings, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that on 2/2/03 a contract was signed for pre-paid long distance service with the respondent. During the months of April and May, the business locations were connected to the pre-paid service. On 6/3/03 service began to fail and all service had been terminated at both location by 6/5/03. Complainant seeks to be reimbursed for pre-paid service that was not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/20/03  
Intervention deadline: N/A

**CT03-040 In the Matter of the Complaint filed by David Moodie on behalf of Moodie Implement, Inc., Pierre, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that on 11/6/02 a number of four year pre-paid long distance service plans were purchased for two business locations in SD, two business locations in MT, 2 residential locations in SD and one residential location in MT, and that on 6/3/03 service was terminated without notice. Complainant seeks to be refunded the full amount paid for the contracted service.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/20/03  
Intervention deadline: N/A

**CT03-041 In the Matter of the Complaint filed by Rod Skorpik on behalf of Skorpik's, Inc., Tyndall, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that a four-year pre-paid long distance service plan was purchased on 11/2/02 and that on 6/6/03 service was terminated without notice. Complainant seeks a refund of the contract purchase price or to have the respondent fulfill the contract.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/20/03  
Intervention deadline: N/A

**CT03-042 In the Matter of the Complaint filed by A. E. Buresh on behalf of Great Plains International, Inc., Sioux Falls, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that a four-year pre-paid long distance service plan was purchased on 10/23/02, service was established on 2/5/03 and that on 6/2/03 service was terminated without notice. Complainant seeks to be reimbursed for pre-paid service that was not provided either by the

respondent or the bonding company.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/20/03  
Intervention deadline: N/A

**CT03-043 In the Matter of the Complaint filed by Jae J. Koletzky on behalf of Koletzky Implement, Inc., Yankton, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that a four-year pre-paid long distance service plan was purchased on 10/11/02, and that on 6/3/03 service was terminated without notice. Complainant seeks to be reimbursed for pre-paid service that was not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/20/03  
Intervention deadline: N/A

**CT03-044 In the Matter of the Complaint filed by Leo Beranek on behalf of Miller Livestock Auction, Inc., Miller, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that a seven-year pre-paid long distance service plan was purchased on 7/22/99, and that on 6/5/03 service was terminated without notice. Complainant seeks to be reimbursed for pre-paid service that was not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/20/03  
Intervention deadline: N/A

**CT03-045 In the Matter of the Complaint filed by Troy and Tember Beckett, Miller, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainants state that the respondent disconnected phone service after having accepted pre-payment on a ten-year service plan. The plan has not expired and the complainants seek to have the Commission do what is possible to improve their circumstances.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/20/03  
Intervention deadline: N/A

**CT03-046 In the Matter of the Complaint filed by Allen and Jean Croyle, Black Hawk, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainants state that a six-year pre-paid long distance service plan was purchased on 6/28/02, and that on 6/3/03 service was terminated without notice. Complainants seek to be reimbursed for pre-paid service that was not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/20/03  
Intervention deadline: N/A

**CT03-047 In the Matter of the Complaint filed by Paula J. Barber on behalf of Barber Farm Service, Inc., Onida, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that a five-year pre-paid long distance service plan was purchased on 5/22/02, and that on 6/5/03 service was terminated without notice. Complainant seeks to have the Commission require the Bond Company to reimburse it for unused pre-paid service and to pay restitution for lost business and time due to the failure on the part of the respondent.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/20/03  
Intervention deadline: N/A

**CT03-048 In the Matter of the Complaint filed by Lyle Magorien on behalf of Chase Auto Connection, Pierre, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that a six-year pre-paid long distance service plan was purchased on 5/17/02 to serve three locations, and that in June of 2003 service was terminated without notice. Complainant seeks to be reimbursed for pre-paid service that was not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/20/03  
Intervention deadline: N/A

**CT03-049 In the Matter of the Complaint filed by DeWayne Weiszhaar on behalf of Haberer's Implement, Inc., Bowdle, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that a six-year pre-paid long distance service plan was purchased on 4/1/01 and that in June of 2003 service was terminated without notice. Complainant seeks to be reimbursed for pre-paid service that was not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/23/03  
Intervention deadline: N/A

**CT03-050 In the Matter of the Complaint filed by Curtis E. Sylte, Sisseton, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant states that a seven-year pre-paid long distance service plan was purchased on 11/30/99 and that in June of 2003 service was terminated without notice. Complainant seeks to be reimbursed for pre-paid service that was not provided or to have the contract honored by the respondent.

Staff Analyst: Jim Mehlhaff

Staff Attorney: Kelly Frazier  
Date Docketed: 06/23/03  
Intervention deadline: N/A

**CT03-051 In the Matter of the Complaint filed by Judy Nichols, Mobridge, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant states that she purchased a ten-year pre-paid long distance service plan and that service was terminated after four years and six months service. Complainant seeks to be reimbursed for pre-paid service that was not provided or to have the contract honored by the respondent.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/23/03  
Intervention deadline: N/A

**CT03-052 In the Matter of the Complaint filed by Rello Meyers on behalf of Eastern Plains Urology, Aberdeen, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that a four year pre-paid long distance service plan was purchased on 5/15/02, service was established on 6/14/02 and that on 6/14/03 service was terminated without notice. Complainant seeks to be reimbursed for pre-paid service that was not provided and to be included in any disbursements of bond monies.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/23/03  
Intervention deadline: N/A

**CT03-053 In the Matter of the Complaint filed by Dave Hahler on behalf of Dave Hahler Automotive, Inc., Webster, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant entered into a contract with the respondent for pre-paid phone service on 8/29/02. Respondent terminated service to customers in June of 2003. Complainant seeks to have respondent's license revoked, reimbursement of money paid to the respondent and criminal prosecution of respondent.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/23/03  
Intervention deadline: N/A

**CT03-054 In the Matter of the Complaint filed by Larry L. Coyle on behalf of Highmore Cattle Auction, LLC, Highmore, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that a four-year pre-paid long distance service plan was purchased on 8/20/02, and that on 6/2/03 service was terminated without notice. Complainant seeks to be reimbursed for pre-paid service that was not provided or to be provided service for the balance of the contract at no additional cost.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/23/03  
Intervention deadline: N/A

**CT03-055 In the Matter of the Complaint filed by Scott Vance on behalf of Faith Livestock Commission Co., Faith, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that a four-year pre-paid long distance service plan was purchased on 12/31/02, and that on 6/3/03 service was terminated without notice. Complainant seeks to have the PUC use the bond money to make whole all that suffered losses as a result of the failure on the part of the respondent. If the bond is not adequate, complainant seeks to have the PUC take action against the personal assets of the respondent owners and staff and to seek criminal action against the same.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/23/03  
Intervention deadline: N/A

**CT03-056 In the Matter of the Complaint filed by Ron Wagner on behalf of Country Ford, Inc., Tyndall, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that a six-year pre-paid long distance service plan was purchased on 11/13/02, and that on 6/3/03 service was terminated without notice. Complainant seeks to be reimbursed for pre-paid service that was not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/23/03  
Intervention deadline: N/A

**CT03-057 In the Matter of the Complaint filed by Roger Eich on behalf of Prostrollo Motor Company, Madison, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that a six-year pre-paid long distance service plan was purchased on 5/28/03, and that on 6/3/03 service was terminated without notice. Complainant seeks to be reimbursed for pre-paid service that was not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/23/03  
Intervention deadline: N/A

**CT03-058 In the Matter of the Complaint filed by Ronald R. Graves, Cresbard, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant states that a seven-year pre-paid long distance service plan was purchased and financed through a lease company, and that on 6/3/03 service was terminated without notice. Even though the complainant is no longer receiving service the responsibility remains for the lease payment. Complainant seeks to be reimbursed for pre-paid service that was not provided.



Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/23/03  
Intervention deadline: N/A

**CT03-059 In the Matter of the Complaint filed by Walter F. Keller on behalf of Jobbers Moving & Storage, Aberdeen, South Dakota, against S&S Communications/Alternacell Regarding Loss of Long Distance Services.**

Complainant's representative states that a four-year pre-paid long distance service plan was purchased on 1/13/03, due to problems in transferring the service, the respondent provided service for only two months before service was terminated without notice. Complainant seeks to be reimbursed for pre-paid service that was not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/23/03  
Intervention deadline: N/A

**CT03-060 In the Matter of the Complaint filed by Shawn Chase, Redfield, South Dakota, against S&S Communications/Alternacell Regarding Loss of Long Distance Services.**

Complainant states that a six-year pre-paid long distance service plan was purchased on 5/21/02, and that on 6/5/03 service was terminated without notice. No resolution was requested at this time.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/23/03  
Intervention deadline: N/A

**CT03-061 In the Matter of the Complaint filed by Melvin, Phoebe, Tim and Sonja Huber, Hoven, South Dakota, against S&S Communications/Alternacell Regarding Loss of Long Distance Services.**

Complainants have a ten-year pre-paid long distance phone service contract with the respondent and service has been terminated without notice. No resolution was requested at this time.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/23/03  
Intervention deadline: N/A

**CT03-062 In the Matter of the Complaint filed by Calvin and Marcella Huber, Hoven, South Dakota, against S&S Communications/Alternacell Regarding Loss of Long Distance Services.**

Complainants have a ten-year pre-paid long distance phone service contract with the respondent that should be in effect through 2/4/07. Service has been terminated without notice. Complainants seek to be reimbursed for pre-paid service that was not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/24/03

Intervention deadline: N/A

**CT03-063 In the Matter of the Complaint filed by Greg Wolkow on behalf of O'Keefe Implement, Inc., DeSmet, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that a four-year pre-paid long distance service plan was purchased on 12/20/02 for two locations. Service was established on 1/7/03 and on 6/3/03 service was terminated without notice. Complainant seeks to be reimbursed for pre-paid service that was not provided or to have the contract honored.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/24/03  
Intervention deadline: N/A

**CT03-064 In the Matter of the Complaint filed by Wayne Heien, Onida, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant purchased a six-year pre-paid long distance service contract and was only able to get six months of use out of it before service was terminated without notice. Complainant would like to have his service restored for the balance of the contract or to be reimbursed for pre-paid service that was not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/24/03  
Intervention deadline: N/A

**CT03-065 In the Matter of the Complaint filed by Charles Simon, Hoven, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant purchased a ten-year pre-paid long distance service plan and was only able to get six months of use out of it before service was terminated without notice. Complainant would like to have his service restored for the balance of the contract or to be reimbursed for pre-paid service that was not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/24/03  
Intervention deadline: N/A

**CT03-066 In the Matter of the Complaint filed by Jake Volk, Ipswich, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant had a contract in place that was to provide pre-paid long distance service through 11/5/08. Service was terminated without notice in June of 2003. Complainant seeks to be reimbursed for pre-paid service that was not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/24/03  
Intervention deadline: N/A

**CT03-067** In the Matter of the Complaint filed by Brandon Peterson on behalf of SDAPV Dakota Premium Hay, LLC, Meckling, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.

Complainant's representative states that a six-year pre-paid long distance service plan was purchased on 4/30/03, the check cleared the bank on 5/7/03 and service was never established. Complainant seeks to be reimbursed for pre-paid service that was not provided and a full refund of the purchase price.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/24/03  
Intervention deadline: N/A

**CT03-068** In the Matter of the Complaint filed by Maurice Hoffman, Bowdle, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.

Complainant purchased a ten-year pre-paid long distance service plan on 4/5/99, service was terminated without notice on 6/5/03. Complainant would like to have service restored for the balance of the contract or to be reimbursed for pre-paid service that was not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/24/03  
Intervention deadline: N/A

**CT03-069** In the Matter of the Complaint filed by Craig Engel, Piedmont, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.

Complainant purchased a six-year pre-paid long distance service plan on 2/21/00, service was terminated without notice in early June 2003. Complainant would like to have his service restored for the balance of the contract or to be reimbursed fifty percent of the original purchase price.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/24/03  
Intervention deadline: N/A

**CT03-070** In the Matter of the Complaint filed by Dennis and Jeanne Bieber, Bowdle, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.

Complainants lost service on their ten year pre-paid long distance service plan with six years service remaining. Complainants would like to have service restored for the balance of the contract or to be reimbursed for pre-paid service that was not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/24/03  
Intervention deadline: N/A

**CT03-071** In the Matter of the Complaint filed by Keith Hainy on behalf of North Central Farmers Elevator, Ipswich, South Dakota, against S&S Communications/Alterna-Cell

**Regarding Loss of Long Distance Services.**

Complainant purchased a four-year pre-paid long distance service plan that was to go into effect on 11/10/02, service was terminated without notice in early June 2003. Complainant seeks to participate in the distribution of the bond and/or any other monies that the Commission should take receivership of in relation to the failure of the respondent.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/24/03  
Intervention deadline: N/A

**CT03-072 In the Matter of the Complaint filed by Randy Sondreal on behalf of Huron Manufacturing, Huron, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant purchased a three-year pre-paid long distance service plan on 10/1/02, service was terminated without notice on 6/2/03. Complainant seeks a refund of the full purchase price of the contract.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/25/03  
Intervention deadline: N/A

**CT03-073 In the Matter of the Complaint filed by Doug Bierschbach on behalf of Enercept, Inc., Watertown, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant purchased a four year pre-paid long distance service plan on 9/10/02, service was established on 11/1/02 and service terminated without notice on 6/2/03. Complainant seeks to have the PUC foreclose on the bond and letter of credit and reimburse it for the pre-paid service that was not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/25/03  
Intervention deadline: N/A

**CT03-074 In the Matter of the Complaint filed by Brian Severeid on behalf of Ellefson Implement, Inc., Mitchell, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant states that a four year pre-paid long distance service plan was purchased on 7/18/02, service was provided for ten months and terminated without notice in early June of 2003. Complainant seeks to be reimbursed for pre-paid service that was not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/25/03  
Intervention deadline: N/A

**CT03-075 In the Matter of the Complaint filed by Lynne A. and Raymond J. Duling, Gregory, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long**

## **Distance Services.**

Complainants state that a six year pre-paid long distance service plan was purchased to serve five business locations on 10/15/02. Service was terminated without notice on 6/2/03. Complainant seeks to be reimbursed the full purchase price of the contract.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/25/03  
Intervention deadline: N/A

**CT03-076 In the Matter of the Complaint filed by Wayne Bartscher on behalf of Farmers Union Service Association, Huron, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that they purchased four-year pre-paid long distance service contracts on three different occasions starting with a purchase on 11/1/01 and ending with a purchase on 4/9/02. Service was terminated on all three agreements on 6/2/03 without notice. Complainant seeks to be reimbursed for pre-paid service that was not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/25/03  
Intervention deadline: N/A

**CT03-077 In the Matter of the Complaint filed by Dan Noteboom on behalf of Corsica Implement, Inc., Corsica, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that a four year pre-paid long distance service plan was purchased. Service was terminated without notice after thirteen months of service. Complainant seeks to be reimbursed the full purchase price of the contract, plus damages caused by the unexpected loss of service.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/25/03  
Intervention deadline: N/A

**CT03-078 In the Matter of the Complaint filed by Dan Noteboom on behalf of Platte Parts Store, Platte, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that a five year pre-paid long distance service plan was purchased. Service was terminated without notice after five months of service. Complainant seeks to be reimbursed the full purchase price of the contract, plus damages caused by the unexpected loss of service.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/25/03  
Intervention deadline: N/A

**CT03-079 In the Matter of the Complaint filed by Jaime and Jason Anderberg, Ree Heights, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long**

## **Distance Services.**

Complainants state that a six year pre-paid long distance service plan was purchased on 5/23/00. Service was terminated without notice in early June 2003. Complainant seeks to be reimbursed for the pre-paid service not provided or at least the amount owed on the lease contract.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/25/03  
Intervention deadline: N/A

### **CT03-080 In the Matter of the Complaint filed by Curt Bossert, Aberdeen, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant states that a ten year pre-paid long distance service plan was purchased on 12/31/96. Service was terminated without notice in early June 2003, leaving three and one half years of the contract unfulfilled. Complainant seeks to have service restored for the remainder of the contract or to be reimbursed for the pre-paid service not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/25/03  
Intervention deadline: N/A

## **TELECOMMUNICATIONS**

### **TC03-097 In the Matter of the Petition of Midcontinent Communications for a Waiver of ARSD 20:10:33:30.**

On June 19, 2003, Midcontinent Communications filed a Petition For Waiver pursuant to ARSD 20:10:33:30 of the Service Standard contained in ARSD 20:10:33:19. Midcontinent Communications states that the rule may be appropriate for a copper based system, but the cable based system utilized by Midcontinent Communications requires a different plan designed to meet the needs of a cable system. Midcontinent Communications asks the Commission to grant a Waiver pursuant to rule which acknowledges the Midcontinent Communications' power supply response team as adequate in place of the requirements in ARSD 20:10:33:19.

Staff Analyst: Harlan Best  
Staff Attorney: Karen Cremer  
Date Docketed: 06/19/03  
Intervention Deadline: 07/11/03

### **TC03-098 In the Matter of the Application of Capsule Communications, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.**

Capsule Communications, Inc. has filed an application for a Certificate of Authority to provide interexchange telecommunications services in South Dakota. The applicant intends to provide resold interexchange services, including 1+ and 101XXXX outbound dialing, 800/888 toll-free inbound dialing, directory assistance, data services, and travel card service throughout South Dakota.

Staff Analyst: Bonnie Bjork  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/20/03  
Intervention Deadline: 07/11/03

**TC03-099 In the Matter of the Filing by Z-Tel Communications, Inc. for Approval of Revisions to its Intrastate Switched Access Tariff.**

On June 20, 2003, Z-Tel Communications, Inc. filed a petition to revise its South Dakota Tariff No. 3, which is its switched access tariff. Z-Tel was granted an exemption from developing company-specific cost-based switched access rates and approval of its tariff concurring in the rates of LECA Tariff No. 1 in SDPUC Docket TC01-053. Z-Tel herein seeks waivers of ARSD 20:10:27:07 and 20:10:27:12 and requests approval of a revision of its current access rates to concur with the current access rates of Qwest.

Staff Analyst: Michele Farris  
Staff Attorney: Karen Cremer  
Date Docketed: 06/20/03  
Intervention Deadline: 07/11/03

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You may subscribe or unsubscribe to the PUC mailing lists at <http://www.state.sd.us/puc>**



South Dakota Telecommunications Association  
PO Box 57 ■ 320 East Capitol Avenue ■ Pierre, SD 57501  
605/224-7629 ■ Fax 605/224-1637 ■ sdtaonline.com

*Rural roots, global connections*

July 10, 2003

Pamela Bonrud  
Executive Director  
South Dakota Public Utilities Commission  
500 East Capitol Avenue  
Pierre, SD 57501

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JUL 10 2003

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

Re: SD-PUC Docket TC03-097

Dear Ms. Bonrud:

Enclosed for filing in the above referenced matter are the original and ten (10) copies of the South Dakota Telecommunication Association's Petition to Intervene in the above referenced docket. Please distribute these as needed to Commissioners and Staff.

You will also find enclosed a Certificate of Service.

Thank you for your assistance.

Sincerely,

Richard D. Coit,  
320 E. Capitol Avenue  
P.O. Box 57  
Pierre, SD 57501

Encls.

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**BEFORE THE PUBLIC UTILITIES COMMISSION**

**OF THE STATE OF SOUTH DAKOTA**

**IN THE MATTER OF THE PETITION FOR )  
WAIVER OF MIDCONTINENT )  
COMMUNICATIONS )  
)  
)  
)  
)**

**DOCKET TC03-097**

**RECEIVED**

**JUL 10 2003**

**SDTA Petition to Intervene**

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

The South Dakota Telecommunications Association, Inc. ("SDTA") hereby petitions the Commission for intervention in the above captioned proceeding pursuant to SDCL 1-26-17.1 and ARSD §§ 20:10:01:15.02, 20:10:01:15.03 and 20:10:01:15.05. In support hereof, SDTA states as follows:

1. SDTA is an incorporated organization representing the interests of numerous cooperative, independent and municipal telephone companies operating throughout the State of South Dakota.

2. On or about June 19, 2003, Midcontinent Communications ("Midcontinent") filed a Petition for Waiver pursuant to ARSD § 20:10:33:30 seeking a waiver of the "auxiliary and battery power requirements" contained in ARSD § 20:10:33:19.

3. The Midcontinent Petition states that Midcontinent "has developed a system to provide uninterrupted service to telephone subscribers during periods of commercial power interruption which Midcontinent believes is more than sufficient but does not meet the letter of the rule [ARSD 20:10:33:19]. Midcontinent further states that "[t]he rule may be appropriate for a copper based system, but the cable based system utilized by Midcontinent requires a different plan designed to meet the needs of a cable system."

4. It is SDTA's understanding that the service quality requirements set forth in ARSD Chapter 20:10:33 are applicable to all telecommunications companies providing local exchange services. All of the SDTA member companies are subject to the specific auxiliary and battery power requirements established by § ARSD 20:10:33:19 and none have obtained a waiver of the same.

5. The SDTA member companies, as companies subject to the service quality requirements set forth in ARSD § 20:10:33, are interested in ensuring that all provisions

contained therein are fairly applied to all local exchange carrier entities. Absent a fair application of the rules, SDTA member companies are unfairly burdened with regulatory requirements while other carriers gain competitive advantages in the increasingly competitive marketplace for local exchange services.

7. In regards to the Petition for Waiver filed by Midcontinent, SDTA believes it provides insufficient information. It fails to provide adequate information explaining why Midcontinent's power supply system fails to meet the "letter of the rule" and also fails to provide information showing that granting the requested waiver would be consistent with the standards applicable to the waiver process set forth in ARSD 20:10:33:30.

8. Based on all of the foregoing, SDTA alleges that it is an interested party in this matter and would seek intervening party status.

Dated this 10th day of July, 2003.

Respectfully submitted:

THE SOUTH DAKOTA  
TELECOMMUNICATIONS ASSOCIATION

By: 

Richard D. Coit

Executive Director and General Counsel

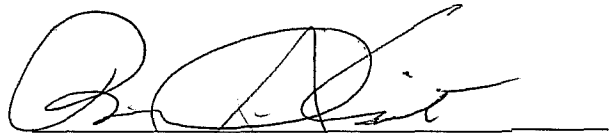
## CERTIFICATE OF SERVICE

I hereby certify that an original and 10 (10) copies of the foregoing document was hand-delivered on July 10, 2003 to:

Executive Director  
South Dakota Public Utilities Commission  
500 East Capitol Avenue  
Pierre, SD 57501

A copy was sent by First Class Mail via U.S. Postal Service to:

Brett M. Koenecke  
Attorney for Midcontinent Communications  
503 S. Pierre Street  
PO Box 160  
Pierre, SD 57501-0160

A handwritten signature in black ink, appearing to read 'Richard D. Coit', is written over a horizontal line.

Richard D. Coit, General Counsel  
South Dakota Telecommunications Association  
320 East Capitol Avenue – PO Box 57  
Pierre, South Dakota 57501-0057  
Telephone (605) 224-7629



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JUL 11 2003

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

July 10, 2003


Executive Director  
SD Public Utilities Commission  
500 East Capital Ave.  
Pierre, SD 57501-5070

RE: TC03-97

Dear Commission:

Enclosed please find Northern Valley Communication's Petition to Intervene in the above matter. If you have any questions regarding this filing please contact me.

Sincerely,

  
Doug Eidahl  
CEO

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JUL 11 2003

BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

IN THE MATTER OF THE PETITION  
OF MIDCONTINENT COMMUNICATIONS  
FOR A WAIVER OF ARSD 20:10:33:19

TC 03-097

PETITION TO INTERVENE

Northern Valley Communications, L.L.C. ("NVC"), pursuant to SDCL 1-26-17.1 and ARSD 20:10:01:15.02, hereby petitions to intervene in the above captioned matter upon the following:

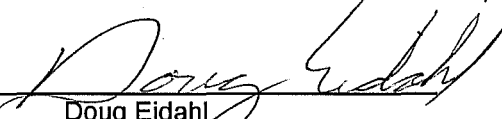
1. NVC is a facilities-based telecommunications carrier serving Aberdeen, South Dakota, where Midcontinent is a significant competitor to NVC for local exchange customers and services.
2. NVC, and all other LECs in the state to date, have been required to meet the standards of the auxiliary battery power requirements contained in ARSD 20:10:33:19.
3. The provisions of ARSD 20:10:33:19 should be equally applied to all LECs or CLECs in the state. Midcontinent appears to be seeking preferential treatment by this petition. Absent equal applications of the rule, NVC and other LECs/CLECs will be unfairly burdened in an increasingly competitive local exchange market.
4. Midcontinent's petition is vague and fails to provide sufficient information to the Commission explaining why Midcontinent's power supply system does not comply with the rule. Further, the petition fails to provide any information regarding whether the request complies with the standards to receive such a waiver.
5. NVC has a pecuniary interest in the proceeding and based on the foregoing should be allowed to intervene as a party in the matter.

WHEREFORE, NVC respectfully requests that the Commission grant its request for intervention.

Dated July 10, 2003.

NORTHERN VALLEY COMMUNICATIONS, L.L.C.

By



Doug Eidahl  
Attorney for Northern Valley  
Communications, L.L.C.  
PO Box 320  
Groton, SD 57445  
Tel: 605 725-1000  
Fax: 605 397-2350  
Email: douge@nvc.net

CERTIFICATE OF MAILING

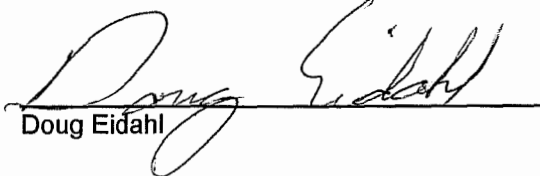
The undersigned hereby certifies that on July 10, 2003, an original and 10 copies of the forgoing document were mailed, by first-class mail postage prepaid, to:

Executive Director  
SD Public Utilities Commission  
500 East Capitol Ave.  
Pierre, SD 57501

A copy was sent by first class mail via the U.S. Postal Service to:

Mr. Brett M. Koenecke  
Attorney for Midcontinent  
503 S. Pierre Street  
PO Box 160  
Pierre, SD 57501-0160

Dated July 10, 2003.

  
Doug Eidahl

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JUL 11 2003  
SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

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

IN THE MATTER OF THE PETITION OF )	ORDER GRANTING
MIDCONTINENT COMMUNICATIONS FOR A )	INTERVENTION
WAIVER OF ARSD 20:10:33:30 )	TC03-097

On June 19, 2003, the Public Utilities Commission (Commission) received a Petition for Waiver from Midcontinent Communications requesting a waiver of ARSD 20:10:33:30.

On June 26, 2003, the Commission electronically transmitted notice of the filing and the intervention deadline of July 11, 2003, to interested individuals and entities. The South Dakota Telecommunications Association (SDTA) filed a Petition to Intervene with the Commission on July 10, 2003. Northern Valley Communications, L.L.C. (NVC) filed a Petition to Intervene with the Commission on July 11, 2003.

The Commission has jurisdiction in this matter pursuant to SDCL Chapters 1-26 and 49-31 and ARSD 20:10:01:15.05.

At a regularly scheduled meeting of August 4, 2003, the Commission found that the Petitions to Intervene were timely filed and demonstrated good cause to grant intervention. It is therefore

ORDERED, that the Petitions to Intervene of SDTA and NVC are hereby granted.

Dated at Pierre, South Dakota, this 8<sup>th</sup> day of August, 2003.

<b>CERTIFICATE OF SERVICE</b>
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.
By: <u><i>Melaine Kolbo</i></u>
Date: <u>8/8/03</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

*Robert K. Sahr*  
ROBERT K. SAHR, Chairman

*Gary Hanson*  
GARY HANSON, Commissioner

LAW OFFICES  
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TIMOTHY M. ENGEL  
MICHAEL F. SHAW  
NEIL FULTON  
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BRETT KOENECKE

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WARREN W. MAY

GLENN W. MARTENS 1881-1963  
KARL GOLDSMITH 1885-1966

TELEPHONE  
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605 224-6289

September 23, 2003

e-mail  
koenecke@magt.com

**HAND DELIVERED**

Pam Bonrud  
Executive Secretary  
Public Utilities Commission  
500 East Capitol Avenue  
Pierre, SD 57501

RECEIVED

SEP 23 2003

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

RE: In the Matter of Midcontinent Communications Petition for Waiver Pursuant to Rule  
20:10:33:30 of the Service Standard Contained in ARSD 20:10:33:19  
Our file: 0053

Dear Pam:

Enclosed are an original and ten copies each of an Affidavit of W. Tom Simmons and Brief in Support of Petition for Waiver in the above-entitled docket. Please file the enclosures.

Very truly yours.

MAY, ADAM, GERDES & THOMPSON LLP



BRETT M. KOENECKE

BMK:njh

Enclosures



BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

IN THE MATTER OF )  
MIDCONTINENT COMMUNICATIONS )  
PETITION FOR WAIVER PURSUANT )  
TO RULE 20:10:33:30 OF THE )  
SERVICE STANDARD CONTAINED IN )  
ARSD 20:10:33:19 )

**BRIEF IN SUPPORT  
OF PETITION FOR WAIVER**

COMES NOW Midcontinent Communications (hereafter referred to as "Midcontinent")

by and through its attorney of record and files this Brief in support of the Petition for Waiver.

Midcontinent filed its original petition in the above captioned matter seeking a waiver under ARSD 20:10:33:30, for the remote terminating electronics. ARSD 20:10:33:19 reads as follows:

**20:10:33:19. Auxiliary and battery power requirements.** Each local central office, toll switching office, or tandem switching office of a local exchange company shall contain a minimum of 8 hours, plus or minus 15 percent, of battery reserve rated for peak traffic load requirements. A permanent auxiliary power unit may be utilized to meet this requirement. In central offices and toll tandem switching offices, a permanent auxiliary power unit shall be installed or a mobile power source shall be available which normally can be delivered and connected within four hours. The remote terminating electronics of a local exchange company shall be equipped with a local or remote battery plant designed for a minimum of 8 hours, plus or minus 15 percent, of battery reserve rated for peak traffic load requirements. The batteries shall be tested and reported internally on a regular basis, not to exceed once a year.

The rule as written allows batteries, permanent auxiliary power, or mobile power for central office, toll switching office or tandem switching offices, but requires battery for remote terminating electronics. The system developed and advanced by Midcontinent would use mobile power for remote terminating electronics as detailed in the attachments to the Affidavit of W. Tom Simmons, attached hereto. The system would provide greater than eight hours of backup power until utility power can be restored. In fact the system would provide for backup power to

the remote terminating electronics as long as fuel can be supplied to the generators. Midcontinent has batteries in place. See Page 1, Exhibit A.

The needs of cable and copper plants are dissimilar. Cable plants use a distributed network. Circuits are completed over fiber-optic lines to access nodes which contain a fiber-optic node amplifiers and integrated services units. In order to power these devices, power supply units are located throughout the access nodes. Further the power required to service a cable based system is 97 volts.

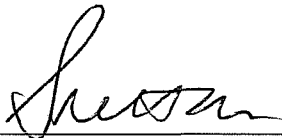
Copper plants, on the other hand, carry power over the plant from a central office to the customers' premises. The plants require 48 volts and relatively few remote terminating electronic components are required.

The system devised by Midcontinent for the Commission's review meets the needs of both Midcontinent and its customers. It is proposed in good faith. The Commission should grant Midcontinent's Petition for a Waiver of ARSD 20:10:33:19.

Dated this 23 day of September, 2003.

MAY, ADAM, GERDES & THOMPSON LLP

BY: \_\_\_\_\_

  
BRETT M. KOENECKE  
Attorneys for Midcontinent Communications  
503 S. Pierre Street  
PO Box 160  
Pierre, South Dakota 57501-0160  
(605) 224-8803

**RECEIVED**

SEP 23 2003

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

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

IN THE MATTER OF )  
MIDCONTINENT COMMUNICATIONS )  
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TO RULE 20:10:33:30 OF THE )  
SERVICE STANDARD CONTAINED IN )  
ARSD 20:10:33:19 )

**AFFIDAVIT OF W. TOM SIMMONS**

COMES NOW W. Tom Simmons, Vice President of Public Policy for Midcontinent Communications, and for his Affidavit swears and states as follows:

1. My name is Tom Simmons. I am the Vice President of Public Policy for Midcontinent Communications (Midcontinent) and am a member of the team responsible for Midcontinent's telephone markets in South Dakota.

2. Midcontinent is a CLEC, with agreements to provide local exchange services in several markets in South Dakota.

3. Midcontinent utilizes a cable based system as the back bone of its physical plant.

4. Midcontinent in response to Commission Rule ARSD 20:10:33:19, has developed a power supply response team to provide uninterrupted service to telephone subscribers during periods of electrical power interruption. A more complete description of the power supply response team incorporated herein by reference as proposed by Midcontinent is found in attached Exhibit A, entitled Power Supply Response Team.

5. The rule requires 8 hours of battery backup at the remote termination access nodes. Midcontinent seeks a waiver of the "Battery Only" limitation for auxiliary power for "remote terminating electronics."

6. The Midcontinent Power Supply Response Team is a system designed to provide greater than 8 hours of back-up power until utility power can be restored.

7. Midcontinent's "access nodes" to which reference is made in the rule is the final

common terminating component in the field as a part of Midcontinent's system. The access nodes are the field electronics that require power to complete the circuits. The rule allows batteries, permanent auxiliary power, or mobile power for central office, toll switching office, or tandem switching offices but requires battery for remote terminating electronics.

8. Midcontinent seeks waiver of the rule so that remote terminating electronics, in Midcontinent's case "access nodes", can be powered by generators rather than batteries, pursuant to the plan as attached as, Exhibit A; see also, incorporated by this reference, Exhibit B, Tom Simmons Memorandum to Harlan Best, dated July 23, 2003; and Exhibit C, Tom Simmons Memorandum to Harlan Best, dated July 25, 2003.

9. I believe that the system proposed by Midcontinent is most appropriate for a cable based system. It meets the customer's reliability needs.

FURTHER Affiant saith not.

Dated this 18<sup>th</sup> day of SEPTEMBER, 2003.

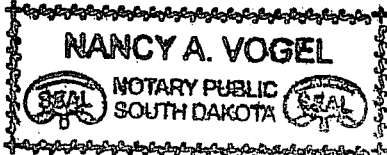
W. Tom Simmons  
W. Tom Simmons

State of South Dakota            )  
  ) SS  
County of Minnehaha            )

On this the 18<sup>th</sup> day of September, 2003, before me the undersigned, a Notary Public within and for said County and State, personally appeared, W. Tom Simmons, known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

Nancy A. Vogel  
Notary Public  
Notary Print Name: NANCY A. VOGEL  
My Commission Expires: 1/24/2004

(SEAL)



## **Power Supply Response Team**

### **Objective**

The Objective of the Power Supply Response Team (PSRT) is to provide uninterrupted service to telephone subscribers during periods of commercial power interruption. Midcontinent Communications utilizes power supplies within its network which convert commercial power to 87.5-volts AC and provide the power to the network nodes, amplifiers and customer premise equipment. Each power supply unit shall have battery backup in order to continue to provide network power in the event of a commercial power failure. Portable generators shall be deployed by the PSRT to provide continuous uninterrupted power augmenting the battery power life cycle.

### **Power Supply Response Team Members**

The PSRT shall consist of the Network Operations Center (NOC) staff, outside plant and on-call technicians (OSPT), outside plant supervisors (OSPS) and company management.

### **Manpower Plan**

Normal Business Hour Plan- All regularly scheduled technicians, supervisors and NOC staff are available for participation as PSRT members.

Off-Hour Plan- On-call technicians, secondary on-call technicians, NOC staff are available 24 hours, 7 days every week as PSRT members.

Communication tools- Communication tools include the NOC Network Management System (NMS), cellular telephones, wire-line telephones, pagers and Internet email.

Vehicles- Vehicles are provided for all OSPT and OSPS.

### **Network Operations Center Monitoring**

The Network Operations Center (NOC) shall monitor all power supply units (PSU) on a 24 hour 7 day per week basis. When status monitoring detects an interruption of commercial power to a PSU and battery operation is engaged (power event), a ticket is created and an NMS Alert is communicated to the PSRT.

Power Event Status Definitions:

Gray power event- one-three PSU on power event ticket.

Brown power event- at least four but less than 11% of total PSU on power event ticket.

Black power event- 11% or more of total PSU on power event ticket.

The following documentation has been provided to the NOC staff to ensure quality performance:

- a) Commercial Power Utility Company list of telephone numbers and personnel contacts.
- b) Midcontinent Supervisor and on-call technician telephone numbers and schedule.
- c) Information necessary to calculate the anticipated run times of PSU(s) on battery operation.
- d) PSU documentation including but not limited to location of units, number of batteries installed, load and network equipment operating on battery power.

Midcontinent Communications  
Telephone Markets

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Power Event:

- 1) The NOC staff creates a ticket (NMS Alert) when a power event occurs.
- 2) The NOC staff logs the event by PSU name(s), location(s), address(s), time and date on a single ticket power event.
- 3) The NOC staff calculates the anticipated battery run time of the PSU(s) involved in the power event and logs the anticipated loss of network power time of day (LNPT).
- 4) The NOC staff contacts the commercial power utility company within 20-25 minutes of the power event, inquires into the circumstance.

Power Event + 30 minutes:

- 5) The NOC staff, when commercial power has not been restored within 30 minutes of the ticket event contacts the appropriate OSPT/OSPS.
- 6) The NOC staff communicates to the OSPT/OSPS the PSU(s) involved in the power event, location(s), address(s), the LNPT, the power event status (gray/brown/black) and the power company inquiry response.
- 7) The NOC staff updates the ticket (NMS Alert), and logs all pertinent information from prior activities.

Continuous Updates:

- 8) The NOC staff shall continue to monitor the status of the PSU(s) and report to the OSPT/OSPS any and all changes including but not limited to; return to normal operation (commercial power), expansion or contraction of the number of PSU(s) affected and log appropriately.

LNPT -90 minutes:

- 9) The NOC staff, when commercial power has not been restored within 90 minutes of the pending LNPT, shall communicate to the OSPT/OSPS that action is required.
- 10) The NOC staff updates the ticket (NMS Alert), with the name of the OSPT/OSPS contact personnel and designates that action is required.

Continuous Updates:

- 11) The NOC staff shall continue to monitor the status of the PSU(s) and log including but not limited to the generator installation, time and OSPT reporting.

Power Event Conclusion:

- 11) The NOC staff shall continue to monitor the status of the PSU(s) and once commercial power has been restored log appropriately.
- 12) The NOC staff, after commercial power has been restored for 30 minutes, verifies status with the commercial power company.
- 13) When the commercial power company verifies power is restored and stabilized, the ticket (NMS Alert) shall be closed and the OSPT informed.

### **Outside Plant Technician (OSPT) or Supervisor (OSPS) Responsibilities**

#### **Power Event:**

1) No action is required by the OSPT/OSPS.

#### **Power Event + 30 minutes:**

- 2) OSPT/OSPS receives communication from the NOC of the Power Event.
- 3) OSPT/OSPS accepts the responsibility and decision making process to deploy the manpower and resources necessary to provide continuous power to the network.
- 4) OSPT/OSPS makes decisions on response(s) required based upon the escalation policy.
- 5) OSPT/OSPS communicates all progress on all tickets to additional OSPT(s) during shift change notifications.

#### **Continuous Updates:**

6) OSPT/OSPS to be available for updates from the NOC staff.

#### **LNPT -90 minutes:**

- 7) OSPT receives communication from NOC to deploy generator(s).
- 8) OSPT without delay to picks up the generator(s) at the storage location.
- 9) OSPT without delay to installs the generator(s) at the PSU location(s).
- 10) OSPT notifies the NOC of the PSU generator(s) installation.

#### **Power Event Conclusion:**

- 11) OSPT notifies the NOC when the generator is removed.
- 12) OSPT returns the generator(s) to the storage location.
- 13) OSPT follows the maintenance and refueling plan.
- 14) OSPT updates the generator(s) usage log.

#### **Escalation Policy**

- If the power event status is gray, OSPT is not required to escalate.
- If the power event status is brown, the OSPT shall contact the secondary on-call technician and his supervisor. The supervisor at his/her discretion may contact the General Manager.
- If the power event status is black, the supervisor shall contact the General Manager. The General Manager shall contact company management for assistance from other Midcontinent systems as necessary.

Midcontinent Communications  
Telephone Markets

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**Equipment Plan (Generators)**

Each system shall have ready for service at an accessible posted location, fueled generators equal to ten percent (10%) plus one of the installed base of PSU(s). If needed, a trailer shall be available on site for transport of the required units.

Each accessible location shall have a maintenance and refueling plan on site for use and included in the company's preventative maintenance program.

Each accessible location shall have a generator usage log posted for documentation.

**PSU Documentation**

- All PSU changes requiring Network Change Notices shall be documented in AutoCAD and communicated by the AutoCAD Database Coordinator to the NOC.
- The AutoCAD Database Coordinator shall verify the accuracy of and reconcile NOC and AutoCAD PSU information every six months.
- Database information shall include the type, location, street address, power utility provider and number of batteries installed.

**Post Mortem Meetings**

A meeting shall automatically be called to review any circumstance where a subscriber is out of service because of PSRT procedure failure. A report of conclusions and recommendations for corrective action shall be available at the system office.

**Training**

OSPT and OSPS shall be trained in the operation of the PSU, generator installation and PSRT procedures.

Periodic outage simulations shall be conducted without prior notice to the PSRT members by management to evaluate the continued effectiveness of the plan and readiness of the system tested.



# MEMORANDUM



Date: July 23, 2003  
TO: Harlan Best  
FM: W. Tom Simmons  
RE: Midcontinent Petition for Waiver

Harlan:

Please find below our responses to your questions noted in your e-mail message of July 17, 2003:

1. **Please explain in more detail why Midcontinent's power supply system fails to meet the "letter of the rule" (ARSD 20:10:33:19).**

**20:10:33:19. Auxiliary and battery power requirements.** *Each local central office, toll switching office, or tandem switching office of a local exchange company shall contain a minimum of 8 hours, plus or minus 15 percent, of battery reserve rated for peak power traffic load requirements. A permanent auxiliary power unit may be utilized to meet this requirement. In central offices and toll tandem switching offices, a permanent auxiliary power unit shall be installed or a mobile power source shall be available which normally can be delivered and connected within four hours. The remote terminating electronics of a local exchange company shall be equipped with a local or remote battery plant designed for a minimum of 8 hours, plus or minus 15 percent, of battery reserve rated for peak traffic load requirements. The batteries shall be tested and reported internally on a regular basis, not to exceed once a year.*

Our question concerns compliance with the underlined section above, pertaining to "the remote terminating electronics" in the circuit path. We believe our "access nodes", which are the final common terminating components in the field, fall under this "remote terminating electronics" classification. The access nodes are the field electronics that require power to complete the circuits. When read carefully, if access nodes are indeed "remote terminating electronics", the rule permits only a battery back up solution. It strikes us that the requirement for batteries only is too narrow. Battery, permanent auxiliary power (generator) or mobile power source (generator again) is acceptable for central office, toll switching office or tandem switching offices, but apparently not acceptable for remote terminating equipment. If the rule permitted the same degree of flexibility of power source for "remote terminating electronics" as it does for local central, toll switching, and tandem switching offices, we would not have an issue.

2. **Please explain how cable based system power needs are different from a copper based system.**

Copper plants use a centralized network. Copper plants carry their power over the plant mostly from the central office to the customer premise. The power in the lines is fairly low (48 volts), and few remote terminating electronic components are required.

Cable plants use a distributed network. Circuits are completed over fiber optic lines to access nodes which contain a fiber optic node, amplifiers, and integrated service units. The fiber optic node is connected to the headend via fiber optic cable which is not capable of carrying power. In order to power these devices, power supply units are located throughout the access nodes to provide sufficient power. The power on our cable plant the plant is higher (97 volts). Additionally, many more access nodes are necessary since they serve a smaller number of customers, typically 600 to 800 homes.

3. **Network Operations Center Monitoring, LNPT-90 minutes, 9) "action is required". Please explain what "action is required".**

The action required is that a portable generator is immediately dispatched.

4. **When are the generators started?**

The portable generators are started immediately upon arrival on the site of the access node.

5. **Outside Plant Technician or Supervisor Responsibilities, LNPT-90 minutes, 8) “picks up the generator(s) at the storage location.” How many “locations” are there in South Dakota? How many of these locations have more than one generator?**

There are six locations in South Dakota. All locations have more than one generator.

6. **Where in South Dakota is each “storage location”? Which of these have more than one generator?**

There are “storage locations” in all communities where Midcontinent provides “facilities based” telephone services, specifically, Sioux Falls, Madison, and Canton. Additionally, there are locations where Midcontinent is preparing to provide “facilities based” telephone services, specifically, Aberdeen, Redfield, and Webster. All of these locations have more than one generator. Please note in the “Power Supply Response Team” document, on the last page under Equipment Plan (Generators):

*Each system shall have ready for service at an accessible posted location, fueled generators equal to ten percent (10%) plus one of the installed base of PSU(s).*

This statement means that, at the current time, there are 25 generators available within the Sioux Falls area (Sioux Falls, Madison and Canton), and 12 generators available within the Aberdeen area (Aberdeen, Redfield and Webster). As new power supply units are added to the systems, more generators will be added at the same ratio noted in the “Power Supply Response Team” document.

7. **Training, “Periodic outage simulations shall be conducted without prior notice....”. Please provide copy of any report, or debriefing material that was prepared for the last three simulations.**

This program has not been implemented pending a determination from the Commission on this waiver petition, therefore there have been no simulations or reports.

#### **Summary:**

If the rule allowed the same standard for “remote terminating electronics” as it does for central office switching, we would not have a question or issue. Under no circumstance are we requesting that our customers receive anything less than an 8 hour backup during the event of a power outage or that we be allowed to operate under a lesser standard than copper based systems. In fact, our intent is that our process will better serve customers with greater than 8 hours of backup power until utility power can be restored. We only question the “battery only” limitation for auxiliary power for “remote terminating electronics” which we consider our access nodes.

# MEMORANDUM



Date: July 25, 2003  
TO: Harlan Best  
FM: W. Tom Simmons  
RE: Midcontinent Petition for Waiver –3<sup>rd</sup> Data Request  
CC: Brett Koenecke, Karen Cremer, Michele Farris

---

Harlan:

- 1. The NOC dispatches a generator after 90 minutes of no commercial power (data response 3 to second data request). The three battery stack has a maximum anticipated run rate of 91 minutes at 30 degrees (your e-mail dated July 2, 2003).**

- a. How many locations have a three battery stack?**
- b. Where are these locations?**

There are 240 locations with a three battery stack, and all of them are located in Sioux Falls in the most "utility reliable" areas. However, we should clarify a point in the "Power Supply Response Team" document. In the section you refer to, LNPT-90 minutes, it should be read: "Loss of Network Power minus 90 minutes". In other words, 90 minutes before the anticipated loss of battery power, we dispatch a generator. In the case of a three battery stack at 30 degrees with an anticipated run rate of 91 minutes, we would dispatch a generator immediately upon loss of utility power.

- 2. Once on site with a dispatched generator, how long does it take for the generator to become operational?**

It generally takes about 5 minutes.

- 3. How are the generators monitored during operation?**

The generators are not monitored, but their ability to deliver continuous power is monitored through the power supply units. The time installed is registered and the generators are rated to run 10 plus hours depending on load. Technicians return well before the end of the run period to refuel generators. The power supply unit monitored by the NOC tells when utility power has been restored, and technicians can return to remove the generators.

- 4. Are any of Midcontinent's "Access Nodes" (data response 2 to second data request) located outside of the city limits of the 6 cities listed (data response 6 to second data request)? If so, please identify.**

Yes. Midcontinent feeds housing developments that are immediately outside of the city limits in Sioux Falls. Those developments include: Split Rock, Pine Hills, Pine Lake Hills, Blue Meadows, West Acres, and Rollingers Addition.

In the Aberdeen area, where we do not now provide facilities based telephone, but intend to soon, areas outside city limits include: Richmond Lake, Jobee Acres, Ashwood Cedar Heights, Boulevards, Country Air Estates, Rolling Meadows, Pleasant Valley, Country Village, Richmond Heights, Lake Side Trailer Court.

- 5. Do technicians reside in each of the 6 listed cities? If no, where do the technicians reside?**

Technicians reside in each of the 6 listed cities.

TC03-097  
LAW OFFICES  
**MAY, ADAM, GERDES & THOMPSON LLP**  
503 SOUTH PIERRE STREET  
P.O. BOX 160  
PIERRE, SOUTH DAKOTA 57501-0160  
SINCE 1881  
www.magt.com

**RECEIVED**

OCT 09 2003

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**  
OF COUNSEL

WARREN W. MAY

GLENN W. MARTENS 1881-1963  
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THOMAS C. ADAM  
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TIMOTHY M. ENGEL  
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BOBBI J. BENSON  
BRETT KOENECKE

October 9, 2003

e-mail  
koenecke@magt.com

Pam Bonrud  
Executive Secretary  
Public Utilities Commission  
500 East Capitol Avenue  
Pierre, SD 57501

RE: In the Matter of Midcontinent Communications Petition for Waiver Pursuant to Rule  
20:10:33:30 of the Service Standard Contained in ARSD 20:10:33:19  
Our file: 0053

Dear Pam:

On September 23, 2003, we filed with your office an Affidavit of W. Tom Simmons and Brief in Support of Petition for Waiver in the above referenced matter. By copy of this letter service is now made on Doug Eidahl, CEO, Northern Valley Communications, 131 N. Roosevelt Street, Aberdeen, SD 57401; and Richard D. Coit, Executive Director and General Counsel, the South Dakota Telecommunications Association, PO Box 57, Pierre, SD 57501. Attached herewith please find the Certificate of Service related hereto.

Very truly yours.

MAY, ADAM, GERDES & THOMPSON LLP



BRETT M. KOENECKE

BMK:njh

Enclosures

BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF )  
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OCT 09 2003

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

CERTIFICATE OF SERVICE

9 Brett Koenecke of May, Adam, Gerdes & Thompson LLP, hereby certifies that on the day of October, 2003, he served by United States mail, first class postage thereon prepaid, and hand delivery, a true and correct copy of the Affidavit of W. Tom Simmons and Brief in Support of Petition for Waiver in the above-captioned action to the following at his last known address, to-wit:

**served via U.S. Mail**

Doug Eidahl, CEO  
Northern Valley Communications  
131 N. Roosevelt Street  
Aberdeen, SD 57401

**served via Hand Delivery**

Richard D. Coit, Executive Director and General Counsel  
The South Dakota Telecommunications Association  
PO Box 57  
Pierre, SD 57501

  
\_\_\_\_\_  
Brett Koenecke

**BEFORE THE PUBLIC UTILITIES COMMISSION  
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**STIPULATION**

**RECEIVED**

**JAN 20 2004**

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

**RECITALS**

WHEREAS Midcontinent Communications, Inc. (Midcontinent) utilize a coaxial cable-based system for provision of telephone services to its customers; and

WHEREAS James Valley Cooperative Telephone Company, Northern Valley Communications, L.L.C., and the member local exchange companies of the South Dakota Telecommunications Association utilize, for the most part, copper based twisted pair systems for the provision of telephone services; and

WHEREAS the parties have learned a great deal about the systems used by each to provide telephone services to their customers throughout the months leading up to this Stipulation; and

WHEREAS the parties have concluded that the auxiliary and battery power requirements contained in ARSD § 20:10:33:19 of the Commission's rules do not set forth requirements that adequately address the various technologies that may be used by local exchange carriers in their provision of telephone services.

NOW THEREFORE the parties do hereby agree and stipulate as follows:

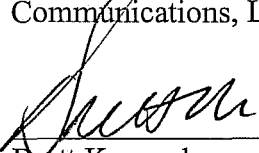
1. The parties agree that the Commission may issue a temporary order granting Midcontinent a waiver from the current provisions contained in ARSD § 20:10:33:19 of the Commission's rules as they relate to the battery back up that is utilized for remote terminating electronics;

2. The parties agree that the Commission may grant such waiver on the condition that the Parties, or any Party, by April 15, 2004, initiate a rulemaking proceeding including proposed revisions of the current provisions of ARSD § 20:10:33:19 so that they adequately address the different technology deployments that are being utilized to provide facilities based telecommunications services and treat fairly the various carriers that are competing in the provisioning of local telecommunications services; and

3. In the event that any Party has not by April 15, 2004, initiated a rulemaking proceeding including proposed revisions to ARSD § 20:10:33:19, the temporary order granting Midcontinent a waiver shall expire and James Valley Cooperative Telephone Company, Northern Valley Communications, L.L.C., and SDTA reserve the right to seek action from the Commission mandating Midcontinent's complete compliance with such rule; and

4. Any temporary order of waiver granted hereunder shall extend through the closing of any rulemaking proceeding contemplated hereunder; and

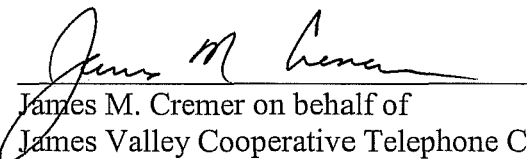
5. By entering into this stipulation, the parties do not waive any claim or defense in any subsequent proceeding, and the entry of a temporary order approving the waiver shall not be construed against the claims of James Valley Cooperative Telephone Company, Northern Valley Communications, L.L.C., or SDTA in any subsequent proceedings.



Brett Koenecke on behalf of  
Midcontinent Communications  
May, Adam, Gerdes & Thompson, LLP  
503 S. Pierre Street  
PO Box 160  
Pierre, SD 57501  
Dated: 1-20-04



Rich Coit on behalf of  
South Dakota Telecommunications  
Association  
Dated: 1-20-04



James M. Cremer on behalf of  
James Valley Cooperative Telephone Company/  
Northern Valley Communications, L.L.C.  
Bantz, Gosch & Cremer, L.L.C.  
305 Sixth Avenue SE  
P.O. Box 970  
Aberdeen, SD 57402-0970  
(605) 225-2232  
Dated: 1-19-04

BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA

RECEIVED

FEB 13 2004

IN THE MATTER OF )  
MIDCONTINENT COMMUNICATIONS )  
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STIPULATION

*TC03-097*

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

RECITALS

WHEREAS Midcontinent Communications, Inc. (Midcontinent) utilize a coaxial cable-based system for provision of telephone services to its customers; and

WHEREAS James Valley Cooperative Telephone Company, Northern Valley Communications, L.L.C., and the member local exchange companies of the South Dakota Telecommunications Association utilize, for the most part, copper based twisted pair systems for the provision of telephone services; and

WHEREAS the parties have learned a great deal about the systems used by each to provide telephone services to their customers throughout the months leading up to this Stipulation; and

WHEREAS the parties have concluded that the auxiliary and battery power requirements contained in ARSD § 20:10:33:19 of the Commission's rules do not set forth requirements that adequately address the various technologies that may be used by local exchange carriers in their provision of telephone services.

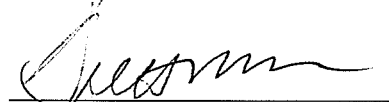
NOW THEREFORE the parties do hereby agree and stipulate as follows:

1. The parties agree that the Commission may issue an order granting Midcontinent a waiver from the current provisions contained in ARSD § 20:10:33:19 of the Commission's rules as they relate to the battery back up that is utilized for remote terminating electronics;
2. The parties agree that the Commission may grant such waiver on the condition that the Parties, or any Party, by April 15, 2004, initiate a rulemaking proceeding including proposed revisions of the current provisions of ARSD § 20:10:33:19 so that they adequately address the different technology deployments that are being utilized to provide facilities based telecommunications services and treat fairly the various carriers that are competing in the provisioning of local telecommunications services; and
3. In the event that any Party has not by April 15, 2004, initiated a rulemaking proceeding including proposed revisions to ARSD § 20:10:33:19, the order granting

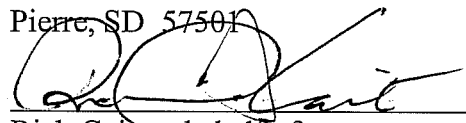


Midcontinent a waiver shall expire and James Valley Cooperative Telephone Company, Northern Valley Communications, L.L.C., and SDTA reserve the right to seek action from the Commission mandating Midcontinent's complete compliance with such rule; and

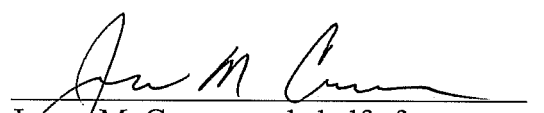
4. By entering into this stipulation, the parties do not waive any claim or defense in any subsequent proceeding, and the entry of this order approving the waiver shall not be construed against the claims of James Valley Cooperative Telephone Company, Northern Valley Communications, L.L.C., or SDTA in any subsequent proceedings.

  
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Brett Koenecke on behalf of  
Midcontinent Communications  
May, Adam, Gerdes & Thompson, LLP  
503 S. Pierre Street  
PO Box 160  
Pierre, SD 57501

Dated: 2/13/04

  
\_\_\_\_\_  
Rich Coit on behalf of  
South Dakota Telecommunications  
Association

Dated: 2/13/04

  
\_\_\_\_\_  
James M. Cremer on behalf of  
James Valley Cooperative Telephone Company/  
Northern Valley Communications, L.L.C.  
Bantz, Gosch & Cremer, L.L.C.  
305 Sixth Avenue SE  
P.O. Box 970  
Aberdeen, SD 57402-0970  
(605) 225-2232

Dated: 2-12-04

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

IN THE MATTER OF THE PETITION OF )	ORDER APPROVING
MIDCONTINENT COMMUNICATIONS FOR A )	STIPULATION AND
WAIVER OF ARSD 20:10:33:19 )	GRANTING THE PETITION
)	FOR WAIVER
)	TC03-097

On June 19, 2003, the Public Utilities Commission (Commission) received a Petition for Waiver from Midcontinent Communications (Midcontinent) requesting a waiver of ARSD 20:10:33:19.

On June 26, 2003, the Commission electronically transmitted notice of the filing and the intervention deadline of July 11, 2003, to interested individuals and entities. At its regularly scheduled meeting of August 4, 2003, the Commission granted the Petitions to Intervene filed by South Dakota Telecommunications Association (SDTA) and Northern Valley Communications, L.L.C. (NVC). On September 23, 2003, Midcontinent filed an Affidavit of W. Tom Simmons and Brief in Support of Petition for Waiver. The Commission deferred this matter at its January 20, 2004, meeting. On February 13, 2004, Midcontinent, SDTA and NVC filed a Stipulation.

The Commission considered this matter at its February 17, 2004, meeting. Staff recommended that the Commission approve the Stipulation and grant the Petition for Waiver in accordance with the terms of the Stipulation.

The Commission has jurisdiction in this matter pursuant to SDCL Chapters 1-26 and 49-31 and ARSD 20:10:01:15.05, 20:10:33:19, and 20:10:33:30.

The Commission voted to approve the Stipulation and grant the Petition for Waiver in accordance with the terms of the Stipulation. It is therefore

ORDERED, that the Stipulation is approved and is incorporated by reference into this Order; it is further

ORDERED, that the Petition for Waiver is hereby granted in accordance with the terms of the Stipulation.

Dated at Pierre, South Dakota, this 25<sup>th</sup> day of February, 2004.

<p><b>CERTIFICATE OF SERVICE</b></p> <p>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.</p> <p>By: <u>Melaine Kalks</u></p> <p>Date: <u>2/26/04</u></p> <p align="center">(OFFICIAL SEAL)</p>
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BY ORDER OF THE COMMISSION:

Robert K. Sahr  
ROBERT K. SAHR, Chairman

Gary Hanson  
GARY HANSON, Commissioner

James A. Burg  
JAMES A. BURG, Commissioner