

1004007

KC/KS

DOCKET NO. _____

In the Matter of _____

IN THE MATTER OF THE FILING BY

GRANITE TELECOMMUNICATIONS,

LLC FOR APPROVAL OF ITS

INTRASTATE SWITCHED ACCESS

TARIFF AND FOR AN EXEMPTION

FROM DEVELOPING COMPANY

SPECIFIC COST-BASED SWITCHED

ACCESS RATES

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
3/10/04	Filed and Docketed;
5/13/04	Weekly Filings;
6/8/04	Revised Tariff Pages;
7/15/04	Order Granting Petition for Waiver;
7/15/04	Docket Closed.

MILLER ISAR INC.

REGULATORY CONSULTANTS

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Via Overnight Delivery

May 7, 2004

RECEIVED

MAY 10 2004

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Ms. Pam Bonrud, Executive Secretary
South Dakota Public Utilities Commission
State Capitol Building, 1st Floor
500 East Capitol Avenue
Pierre, South Dakota 57501

RE: Granite Telecommunications, LLC ("Granite") - Petition for Exemption from Certain Administrative Rules and for Approval of Access Services Tariff with Proposed Tariff

Dear Ms. Bonrud:

Enclosed please find original and ten (10) copies of Granite's Petition for Exemption from Certain Administrative Rules and for Approval of Access Services Tariff and proposed Local Exchange Access Telecommunications Services tariff. Granite's application for authority to provide facilities-based and resold local exchange and resold interexchange services was approved December 19, 2003 in SDPUC Docket TC03-188.

Please acknowledge receipt of this filing by file-stamping and returning the additional copy of this transmittal letter in the self-addressed, postage-paid envelope provided for this purpose. Questions regarding this filing may be directed to me at the telephone and facsimile numbers above or via electronic mail at sklinzman@millerisar.com.

Sincerely,

MILLER ISAR, INC.


Stacey A. Klinzman
Director - Regulatory Compliance

Enclosures

cc: Geoff Cookman, Granite Telecommunications, LLC

STATE OF SOUTH DAKOTA
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

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SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Petition of

Granite Telecommunications, LLC)
for exemption from certain)
administrative rules and for)
approval of its access services tariff.)

Docket No. _____

PETITION

Granite Telecommunications, LLC ("Granite"), pursuant to ARSD 20:10:27:11 and ARSD 20:10:27:02, hereby petitions the South Dakota Public Utilities Commission ("Commission") for exemptions or waivers from 1) developing company-specific cost-based switched access rates; 2) use of the formula in ARSD 20:10:27:12, so that Granite may mirror the Qwest Corporation tariffed access rates; 3) calculation of billing and collection costs as set forth in ARSD 20:10:27:13; and 4) the requirement, set forth in ARSD 20:10:27:07, that Granite file cost data in support of its switched access service tariff no less than once every three years. Granite also petitions the Commission for approval of its access services tariff attached as Exhibit A.

I. PETITIONER

Petitioner is a Delaware limited liability company authorized to provide facilities-based local exchange service in South Dakota pursuant to the Certificate of Authority issued December 19, 2003 in Docket No. TC03-188.

II. CONTACT INFORMATION

Correspondence or communications pertaining to this petition should be directed to:

Stacey A. Klinzman
Director – Regulatory Compliance
Miller Isar, Inc.
7901 Skansie Avenue, Suite 240
Gig Harbor, Washington 98335
Telephone: (253) 851.6700,
Facsimile: (253) 851.6474
and to:

Geoffrey Cookman
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

III. DESCRIPTION OF PETITION

As a facilities-based local exchange service provider, Granite also provides switched access services to non-facilities based carriers. Pursuant to Administrative Rule 20:10:27:11, a telecommunications company may petition the Commission to be exempted from the requirements of developing intrastate switched access rates based on company-specific costs. Pursuant to ARSD 20:10:27:02, the Commission may grant, for good cause, a waiver or suspension of any rule in chapters 20:10:27 to 20:10:29, inclusive.

In this petition, the Company demonstrates that it lacks the necessary financial, technical and managerial resources needed to determine company-specific cost-based intrastate switched access rates and that the additional costs associated with developing company-specific cost-based intrastate switched access rates outweigh any benefit to the consumer or customer. In addition, the Company requests, for good cause, waiver or suspension of 1) ARSD 20:10:27:12 so that Granite may mirror the Qwest Corporation tariffed access rates, 2) ARSD 20:10:27:13, so that Granite will not be required to calculate billing and collection costs based on

telecommunications companies with less than 100,000 access lines; and 3) ARSD 20:10:27:07, so that Granite is not required to file cost data in support of its switched access service tariff once every three years.

IV. REQUESTS FOR EXEMPTION

A. Request for Exemption from the Requirements of Developing Intrastate Switched Access Rates Based on Company-Specific Costs

1. Cost Studies are Applicable to Rate of Return Regulated Companies

Pursuant to ARSD 20:10:27:06, each carrier's carrier or association shall file a tariff that is designed to recover no more than its intrastate switched access costs as determined by the Commission and developed pursuant to chapters 20:10:28 and 20:10:29, including a commission-approved return on investment. The evaluation of costs described in the Commission's Administrative Rules involves a cumbersome and complicated process of cost separations and allocation ("fully allocated" cost studies), which historically has been relevant only to rate of return companies. An integral part of the ratemaking process for these companies also has included a determination of a company-specific rate of return.

2. Granite Does Not Have the Managerial or Technical Resources to Conduct Cost Studies

Granite is a small competitive local exchange company formed in April 2002. Unlike rate of return regulated Local Exchange Companies, Granite does not have entire departments dedicated to the task of preparing fully allocated cost studies on a year-round basis. Consequently, Granite does not have the personnel or expertise to prepare the cost studies that are contemplated under chapters 20:10:28 and 20:10:29. Furthermore, as Granite is not a rate of return regulated company, Granite has never had any reason to evaluate its costs in the same

manner as a rate of return regulated company. Finally, the results of such a cost study would be practically meaningless for a new market entrant that is not regulated on a rate of return basis.

3. The Costs Associated With Developing Company-Specific Cost-Based Intrastate Switched Access Rates Outweigh Potential Benefits to the Consumer or Customer

Requiring companies like Granite to prepare cost studies would diminish the potential benefits of competition in the telecommunications market by making entry into the market prohibitively expensive.

B. Request for Waiver or Suspension of ARSD 20:10:27:12

ARSD 20:10:27:12 specifies that the intrastate switched access rates and the calculation thereof for a telecommunications company that is granted its petition for exemption pursuant to ARSD 20:10:27:11 are based on a formula utilizing the costs and no. of access lines of the telecommunications companies with less than 100,000 access lines that determine switched access costs pursuant to chapters 20:10:28 and 20:10:29. Granite respectfully requests a waiver or suspension of ARSD 20:10:27:12 so that it may mirror the Qwest Corporation tariffed access rates. As Qwest's switched access rates are lower than those charged by the companies identified in ARSD 20:10:27:12, good cause is shown for the Commission's grant of a waiver of this rule.

C. Request for Waiver or Suspension of the Billing and Collection Requirements of ARSD 20:10:27:13

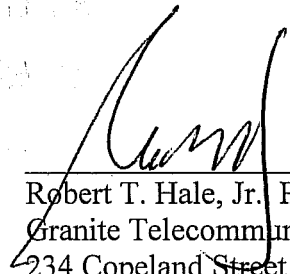
Assuming the Commission's grant of waiver from ARSD 20:10:27:12, Granite requests a waiver from the requirement that it determine billing and collection costs based on the average of such costs for all telecommunications companies with less than 100,000 access lines.

D. Request for Waiver or Suspension of ARSD 20:10:27:07

Granite respectfully requests a waiver or suspension of the requirement that it file cost studies in support of its access tariff no less than once every three years.

WHEREFORE, for the reasons state above, Granite petitions the Commission for an exemption from developing company-specific cost-based switched access rates.

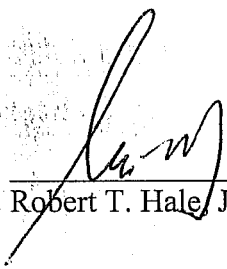
Respectfully submitted this 3rd day of MAY, 2004.



Robert T. Hale, Jr. President
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

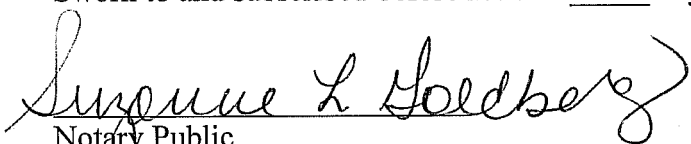
VERIFICATION

I, Robert T. Hale, Jr., declare under penalty of perjury, that I am President of Granite Telecommunications, LLC, Petitioner in this proceeding; that I am authorized to make this verification on the Petitioner's behalf; that I have read the foregoing petition; and that the facts states therein are true and correct to the best of my knowledge, information and belief.



Robert T. Hale, Jr.

Sworn to and subscribed before me this 3rd day of may, 2004.



Notary Public

My Commission expires: 1/29/2010

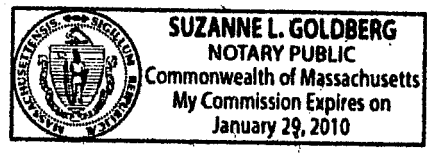


EXHIBIT A

**PROPOSED LOCAL EXCHANGE ACCESS TELECOMMUNICATIONS SERVICE
TARIFF**

TARIFF APPLICABLE TO
LOCAL EXCHANGE ACCESS TELECOMMUNICATIONS SERVICES
PROVIDED BY

Granite Telecommunications, LLC

234 Copeland Street, Quincy, Massachusetts 02169

This tariff contains the descriptions, regulations and rates applicable to the furnishing of local exchange access telecommunications services provided by Granite Telecommunications, LLC (“Company”) within the State of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission (“Commission”). Copies may be inspected during normal business hours at the Company’s principal place of business: 234 Copeland Street, Quincy, Massachusetts 02169.

Issued:
Issued By:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

Effective:

CHECK SHEET

The sheets of this tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original tariff and are in effect on the date shown.

Sheet No.	Sheet Version	Sheet No.	Sheet Version	Sheet No.	Sheet Version
1	Original	31	Original	61	Original
2	Original	32	Original	62	Original
3	Original	33	Original	63	Original
4	Original	34	Original	64	Original
5	Original	35	Original	65	Original
6	Original	36	Original		
7	Original	37	Original		
8	Original	38	Original		
9	Original	39	Original		
10	Original	40	Original		
11	Original	41	Original		
12	Original	42	Original		
13	Original	43	Original		
14	Original	44	Original		
15	Original	45	Original		
16	Original	46	Original		
17	Original	47	Original		
18	Original	48	Original		
19	Original	49	Original		
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21	Original	51	Original		
22	Original	52	Original		
23	Original	53	Original		
24	Original	54	Original		
25	Original	55	Original		
26	Original	56	Original		
27	Original	57	Original		
28	Original	58	Original		
29	Original	59	Original		
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 234 Copeland Street
 Quincy, Massachusetts 02169

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**EXPLANATION OF SYMBOLS, REFERENCE MARKS. AND ABBREVIATIONS OF
TECHNICAL TERMS USED IN THIS TARIFF**

The following symbols shall be used in this tariff for the purpose indicated below:

- C To signify changed regulation or rate structure.
- D To signify discontinued material.
- I To signify a increased rate.
- M To signify a move in the location of text.
- N To signify a new rate or regulation.
- R To signify a reduced rate.
- S To signify reissued material.
- T To signify a change in text but no change in rate or regulation.

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DEFINITIONS

Certain terms used generally throughout this tariff are described below.

Advance Payment

Part or all of a payment required before the start of service

Access Services

The Company's intrastate telephone services offered pursuant to this tariff.

Busy Hour Minutes of Capacity (BHMC)

The term "Busy Hour Minutes of Capacity (BHMC)" denotes the Customer specified maximum amount of Switched Access Service and/or Directory Assistance Service access minutes the Customer expects to be handled in an end office switch during any hour in an 8:00 a.m. to 11:00 p.m. period for the Feature Group and/or Directory Assistance Service ordered. This Customer specified BHMC quantity is the input data the Company uses to determine the number of transmission paths for the Feature Group and/or Directory Assistance Service ordered.

Carrier or Common Carrier

See Interexchange Carrier.

Commission

The South Dakota Public Utilities Commission

Company or Granite

Granite Telecommunications, LLC, the issuer of this tariff, and its concurring subsidiaries.

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DEFINITIONS, Continued**Company Calling Card**

A telephone calling card issued by the Company at the Customer's request, which enables the Customer or User(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

Credit Card

A Credit Card is an accepted credit card, which is defined as a credit card that the cardholder has requested or applied for and received, or has signed, used or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

Customer

The person, firm or corporation that directly or indirectly orders access service and is responsible for the payment of charges and compliance with the Company's regulations. A person, firm or corporation is deemed a Customer of the Company if any of its traffic is terminated to a central office code (NPA-NXX) assigned to the Company or if End Users originate traffic on the Company's network that is routed to the person's, firm's or corporation's network. Should a Customer use the Company's access service, regardless of whether the Customer has affirmatively requested service or has an executed service order, the Customer will be subject to the obligations, rates, and charges as set forth in this Tariff.

End Office

With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide, issued by Bellcore.

End User or User

Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

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DEFINITIONS, Continued**Exchange Telephone Company**

Denotes any individual, partnership, association, joint-stock company, trust, or corporation engaged in providing switched communication within an exchange.

Interexchange Carrier (IXC) or Interexchange Common Carrier

The terms "Interexchange Carrier" (IXC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate, interstate or foreign communication by wire or radio, between two or more exchanges.

Interstate Access Service

Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises for originating and terminating calls between states.

Intrastate Access Service

Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises for originating and terminating calls within the state.

LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

Network

Refers to the Company's facilities, equipment, and services provided under this Tariff.

Recurring Charge

The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

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Quincy, Massachusetts 02169

DEFINITIONS, Continued**Service Commencement Date**

The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service, which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

Service Order

The written request for access services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Serving Wire Center

The term "Serving Wire Center" denotes the wire center from which the Customer designated premises would normally obtain dial tone.

Shared

A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Toll Free

A term to describe an inbound communications service which permits a call to be completed at a location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (e.g. NPA is 800, 888, etc.).

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DEFINITIONS, Continued**Universal Emergency Telephone Number (911) Service**

Wherever feasible, the Company will provide a universal Central Office number "911" for the use of Public Safety Agencies having the responsibility to protect the safety and property of the general public. It is intended that use of 911 Service will provide the public with a means of simple and direct telephone access to a Public Safety Answering Point.

Wire Center

A building in which one or more central offices, used for the provision of Exchange Services, are located.

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APPLICATION OF TARIFF

This tariff applies to intrastate access service supplied to Customers for origination and termination of traffic to and from Central Office codes directly assigned to Granite Telecommunications, LLC in the State of South Dakota.

This tariff applies only to the extent that facilities are available and services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications.

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REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.1 Scope

The Company undertakes to furnish access services in accordance with the terms and conditions set forth in this tariff.

2.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Customers may be required to enter into written service orders, which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be able to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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REGULATIONS, Continued**2.1 UNDERTAKING OF THE COMPANY, Continued**

2.1.3 Terms and Conditions, Continued

- D. This tariff shall be interpreted and governed by the laws of the State of South Dakota regardless of its choice of laws provision.

2.1.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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REGULATIONS, Continued**2.1 UNDERTAKING OF THE COMPANY, Continued**

2.1.4 Limitations on Liability, Continued

- D. The Company shall not be liable for any claims for loss or damages involving:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 3. Any unlawful or unauthorized use of the Company's facilities and services;
 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;

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REGULATIONS, Continued**2.1 UNDERTAKING OF THE COMPANY, Continued**

2.1.4 Limitations on Liability, Continued

D., Continued

5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Section 2.1.4, preceding;
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

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Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

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REGULATIONS, Continued

2.1 UNDERTAKING OF THE COMPANY, Continued

2.1.4 Limitations on Liability, Continued

D. , Continued

10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
11. Any noncompletion of calls due to network busy conditions;
12. Any calls not actually attempted to be completed during any period that service is unavailable.

E. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

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Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

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REGULATIONS, Continued**2.1 UNDERTAKING OF THE COMPANY, Continued**

2.1.4 Limitations on Liability, Continued

- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- G. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- H. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

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Granite Telecommunications, LLC
234 Copeland Street
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REGULATIONS, Continued

2.1 UNDERTAKING OF THE COMPANY, Continued

2.1.4 Limitations on Liability, Continued

- I. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

- J. The Company will operate as specified in these and other applicable tariffs. Due to the interdependence among telecommunications companies, and the interrelationship with non-Company processes, equipment, and systems, the Company is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by:
 - 1. a local exchange carrier;
 - 2. customer premise equipment; or
 - 3. the user or Customer.

In addition, the Company is not liable for any incompatibility between the Company's Services and any non-Company services used by the Customer or user.

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REGULATIONS, Continued**2.1 UNDERTAKING OF THE COMPANY, Continued****2.1.5 Provision of Equipment and Facilities**

- A. Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- B. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
1. the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 2. the reception of signals by Customer-provided equipment; or
 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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REGULATIONS, Continued**2.1 UNDERTAKING OF THE COMPANY, Continued****2.1.6 Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in the Company, its agents, contractors or suppliers.

2.2 PROHIBITED USES

- A. The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.
- B. The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.
- C. The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- D. A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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REGULATIONS, Continued**2.3 OBLIGATIONS OF THE CUSTOMER****2.3.1 Customer Premises Provisions**

- A. The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B. The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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REGULATIONS, Continued**2.3 OBLIGATIONS OF THE CUSTOMER, Continued****2.3.2 Liability of the Customer, Continued**

- C. The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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REGULATIONS, Continued**2.3 OBLIGATIONS OF THE CUSTOMER, Continued****2.3.3 Jurisdictional Report Requirements**

- A. For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. For originating access minutes, the projected interstate percentage will be developed on a monthly basis by end office trunk group when the Feature Group D Switched Access Service access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. For terminating access minutes, the Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of the Feature Group D terminating access minutes for each account to which the Customer may terminate traffic.

Should the Customer not supply a terminating PIU Factor, the data used by the Company to develop the projected interstate percentage for originating access minutes will be used to develop projected interstate percentage for such terminating access minutes. When a Customer orders Feature Group D Switched Access Service, the Customer shall supply a projected interstate percentage of use for each end office trunk group involved to be used in the event that originating call details are insufficient to determine the jurisdiction for the call. This percentage shall be used by the Company as the projected interstate percentage for such call detail. For purposes of developing the projected interstate percentage, the Customer shall utilize the same considerations as those set forth in Section 2.3.3(B) following.

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REGULATIONS, Continued**2.3 OBLIGATIONS OF THE CUSTOMER, Continued****2.3.3 Jurisdictional Report Requirements, Continued****A., Continued**

The Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating access minutes from 100 (100 - projected interstate percentage = intrastate percentage) as the projected interstate percentage of use.

If the Customer has no originating traffic within the end office for which sufficient call detail exists to develop a PIU factor, and the Customer has not supplied a PIU factor on either the quarterly update report or the Access Service Request, the Company will designate a PIU factor of 75% for Feature Group D terminating access minutes. For originating Toll Free access minutes, where the call detail is insufficient to determine the jurisdiction of the call, the Customer shall provide the Company with a projected PIU factor. If such a PIU has not been provided for Toll Free access minutes, the Company will designate the default PIU factor of 75%. This factor will be applied to the next billing cycle and continue until the Customer provides a PIU factor. When the Customer does provide the PIU factor, the Company will update the customer's PIU factors within fifteen (15) business days.

- B. For purposes of developing the projected interstate percentage, the Customer shall consider every call that enters the Customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the Customer's network at a point in a state different from the state in which the called station is located to be interstate.
- C. These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.

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REGULATIONS, Continued**2.3 OBLIGATIONS OF THE CUSTOMER, Continued****2.3.3 Jurisdictional Report Requirements, Continued**

- D. The projected interstate percentage of use will be used to determine the charges as follows:

The number of access minutes for a trunk group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes - interstate access minutes = intrastate access minutes). The intrastate access minutes for the group will be billed as set forth in Section 5.

- E. Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except as set forth in Section 2.3.3(A) preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 2.3.3(A) preceding.

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REGULATIONS, Continued**2.3 OBLIGATIONS OF THE CUSTOMER, Continued****2.3.3 Jurisdictional Report Requirements, Continued**

- F. The Customer reported projected interstate percentage of use as set forth in Section 2.3.3(A) preceding will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Groups B or D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth in Section 2.3.3(A) preceding. Where call detail is insufficient to make such a determination, the Customer will be requested to project a interstate percentage of use to be used by the Company for such apportionment.
- G. The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.

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REGULATIONS, Continued**2.4 CUSTOMER EQUIPMENT AND CHANNELS**

2.4.1 Interconnection of Facilities

- A. In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

2.4.2 Inspections

- A. The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- B. If the protective requirements in connections with Customer provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

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REGULATIONS, Continued

2.5 CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

2.5.1 Advance Payments

The Company will not collect advance payments.

2.5.2 Deposits

The Company will not collect deposits.

2.6 PAYMENT ARRANGEMENTS

2.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A. Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services.

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REGULATIONS, Continued**2.6 PAYMENT ARRANGEMENTS, Continued****2.6.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. Non-recurring charges are due and payable within 30 days after the date of the invoice.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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REGULATIONS, Continued**2.6 PAYMENT ARRANGEMENTS, Continued****2.6.2 Billing and Collection of Charges, Continued**

- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
1. a rate of 1.5 percent per month; or
 2. the highest interest rate which may be applied under state law for commercial transactions.
- F. The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G. If service is disconnected by the Company in accordance with Section 2.6.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

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REGULATIONS, Continued**2.6 PAYMENT ARRANGEMENTS, Continued****2.6.3 Billing Disputes****A. General**

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B. Late Payment Charge

1. The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount under Section 2.6.2(E), preceding.
2. In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
3. In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

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REGULATIONS, Continued**2.6 PAYMENT ARRANGEMENTS, Continued**

2.6.3 Billing Disputes, Continued

C. Adjustments or Refunds to the Customer

1. In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
2. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
3. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
4. All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

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REGULATIONS, Continued

2.6 PAYMENT ARRANGEMENTS, Continued

2.6.3 Billing Disputes, Continued

D. Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action: The Customer may request and the Company will provide an in-depth review of the disputed amount.

The Customer may, at any time, file a complaint with the South Dakota Public Utilities Commission.

The address and telephone number of the Commission are:

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

Telephone: (800) 332-1782
TTY: (800) 877-1113

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REGULATIONS, Continued**2.6 PAYMENT ARRANGEMENTS, Continued****2.6.4 Discontinuance of Service for Cause**

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- G. Upon the Company's discontinuance of service to the Customer under Section 2.6.4(A) or 2.6.4(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

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REGULATIONS, Continued**2.6 PAYMENT ARRANGEMENTS, Continued****2.6.5 Notice to Company for Cancellation of Service**

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service.

2.6.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fees shall be adjusted according to the term and conditions set forth in 3.1.1(C) following, Access Order Modifications.

2.6.7 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded.

No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

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REGULATIONS, Continued**2.7 ALLOWANCES FOR INTERRUPTIONS IN SERVICE**

2.7.1 General

- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

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REGULATIONS, Continued**2.7 ALLOWANCES FOR INTERRUPTIONS IN SERVICE, Continued****2.7.2 Limitations of Allowances**

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. During any period in which the Customer continues to use the service on an impaired basis;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

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REGULATIONS, Continued**2.7 ALLOWANCES FOR INTERRUPTIONS IN SERVICE, Continued****2.7.3 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.7.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rate basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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REGULATIONS, Continued**2.7 ALLOWANCES FOR INTERRUPTIONS IN SERVICE, Continued****2.7.4 Application of Credits for Interruptions in Service, Continued****D. Interruptions of 24 Hours or Less**

Length of Interruption	Interruption Period to Be Credited
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E. Continuous Interruption Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

F. Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one-month period.

2.7.5 Cancellation for Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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REGULATIONS, Continued**2.8 CANCELLATION OF SERVICE/TERMINATION LIABILITY**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1), Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

1. all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
3. all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
4. minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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REGULATIONS, Continued**2.9 CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK****2.9.1 Unauthorized Use of the Network**

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B. The following activities constitute fraudulent use:
1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 2. Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 3. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- C. Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

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REGULATIONS, Continued**2.9 CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK,
Continued****2.9.2 Liability for Unauthorized Use**

- A. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C. The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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REGULATIONS, Continued**2.10 APPLICATION OF RATES**

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

2.10.1 Charges Based on Duration of Use

- A. Customer traffic to end offices will be measured (i.e., recorded or assumed) by the Company at end office switches or access tandem switches. Originating and terminating calls will be measured (i.e., recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. In the event the Customer message detail is not available because the Company lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost Customer access minutes of use based on previously known values.
- B. For originating calls over Feature Group D, usage measurement begins when the originating Feature Group D switch receives the first wink supervisory signal forwarded from the Customer's point of termination.
- C. The measurement of originating call usage ends when the originating Feature Group D switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.
- D. For terminating calls over Feature Group D, the measurement of access minutes begins when the terminating Feature Group D switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered. For terminating calls over FGD Access Service, the measured minutes are chargeable access minutes. Where assumed minutes are used, the assumed minutes are the chargeable access minutes.

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REGULATIONS, Continued**2.10 APPLICATION OF RATES, Continued****2.10.1 Charges Based on Duration of Use, Continued**

- E. The measurement of terminating call usage over Feature Group D ends when the terminating Feature Group D switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

- F. FGD access minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each end office, and are then rounded up to the nearest access minute for each end office.

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SERVICE DESCRIPTIONS**3.1 ACCESS SERVICES**

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's premises and an end user's premises. It provides for the use of common terminating, switching and bunking facilities. Switched Access Service provides for the ability to originate calls from an end user's premises to a Customer's premises (or a collocated interconnection location), and to terminate calls from a Customer's premises (or a collocated interconnection location) to an end user's premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the customer desires to originate or terminate calls.

Switched Access Service is provided in the following service categories, which are differentiated by their technical characteristics and the manner in which an end user or Customer accesses them when originating or terminating calls.

FGD Access, which is available to all Customers, provides trunk side access to Company end office switches with an associated uniform 10XXX or 101XXXX access codes for the Customer's use in originating and terminating communications. End users may also originate calls to a selected FGD Access Customer by dialing 1 +NPA-NXX-XXXX when using the Company's presubscription service.

Toll Free Data Base Access Service, which is available to ail Customers, provides trunk side access to Company end office switches in the originating direction only, for the Customer's use in originating calls dialed by an end user to telephone numbers beginning with the prefix "800" or "888".

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SERVICE DESCRIPTIONS, Continued**3.1 ACCESS SERVICES, Continued****3.1.1 Access Service Order****A. Ordering Access Service Types**

An Access Service Order is used by the Company to provide a Customer Access Service. When placing an order for Access Service, the Customer shall provide, at a minimum, the following information:

1. For Feature Group D Switched Access Service:

(a) When direct routing to an end office is desired, the Customer shall specify:

- the number of trunks,
- the end office and
- the Local Transport and Local Switching options desired.

(b) When end office routing via an access tandem switch operated by another Exchange Telephone Company is desired, the Customer shall specify:

- the number of trunks,
- the access tandem switch,
- the Local Transport and Local Switching options desired, and
- an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company's access tandem.

In addition, the Customer shall also specify for terminating only access, whether the trunks are to be arranged in trunk group arrangements or provided as single trunks.

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SERVICE DESCRIPTIONS, Continued**3.1 ACCESS SERVICES, Continued****3.1.1 Access Service Order, Continued****A. Ordering Access Service Types, Continued**

2. For Feature Group D Switched Access Service, the Customer shall specify the number of busy hour minutes of capacity (BHMC) from the Customer's premises to the end office by traffic type. This information is used to determine the number of transmission paths. The Customer shall also specify the Local Transport and Local Switching options. When FGD is ordered by specifying the number of trunks and direct routing to an end office is desired, the customer shall specify:

- the end office and
- the Local Transport and Local Switching options desired.

When FGD is ordered by specifying the number of trunks and end office routing via an access tandem operated by another Exchange Telephone Company is desired, the customer shall specify:

- the access tandem,
- the Local Transport and Local Switching options desired, and
- an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company's access tandem.

When a Customer orders FGD in trunks, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

3. For Toll Free Data Base Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D. If the Customer desires any of the optional features available with Toll Free Data Base Service, the Customer shall so specify on the order for service.

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SERVICE DESCRIPTIONS, Continued**3.1 ACCESS SERVICES, Continued**

3.1.1 Access Service Order, Continued

B. Access Order Service Date Intervals

Access Service is provided with one of the following Service Date Intervals:

- Standard Interval
- Negotiated Interval
- Advance Order Interval

1. Standard Interval

A schedule of Standard Intervals applicable for Switched Access Services and is as follows:

Trunk Groups	Standard Interval
1 to 4 Trunks	28 Days
5 to 24 Trunks	30 Days

2. Negotiated Interval

The Company will negotiate a service date interval with the Customer when:

- (a) There is no Standard Interval for the service, or;
- (b) The quantity of Access Services orders exceeds the quantities specified in the Standard Intervals, or;
- (c) The Customer requests a service date beyond the applicable Standard Interval service date except as set forth in (C) following.

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SERVICE DESCRIPTIONS, Continued
3.1 ACCESS SERVICES, Continued

3.1.1 Access Service Order, Continued

B. Access Order Service Date Intervals, Continued

2. Negotiated Interval, Continued

The Company will offer a service date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval service date, or, when there is no Standard Interval, the Company offered service date. All services for which rates are applied on an individual case basis are provided with a Negotiated Interval.

The addition and/or deletion of a Toll Free Access Service six digit customer identification NXX is provided with a Negotiated Interval. The addition of a Toll Free Access Service ten digit customer identification record to the Toll Free Access Service data base or the deletion of a Toll Free Access Service ten digit customer identification record from the Toll Free Access Service data base is provided with a Negotiated Interval.

	Maximum Interval
Initial establishment of service where Customer is:	
Not yet provided with any Trunk Group service in the LATA	6 months
Provided Trunk Group service in the LATA	90 Days

3. Advance Order Interval

When placing an Access Order, a Customer may request an Advance Order Interval for a service date of 12 to 24 months from the Application Date for the following services:

- A minimum of 24 voice grade equivalent Switched Access Service lines or trunks or 720 BHMCs

Orders for less than the minimum quantities will be accommodated under Standard or Negotiated Interval provisions.

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SERVICE DESCRIPTIONS, Continued**3.1 ACCESS SERVICES, Continued****3.1.1 Access Service Order, Continued****B. Access Order Service Date Intervals, Continued****3. Advance Order Interval, Continued**

Advance Order Interval Access Orders are subject to all ordering conditions of Standard and Negotiated Interval Access Orders except for the following:

- (a) Cancellation or Partial Cancellation of an Advance Order Interval Access Order

When the Customer cancels an Access Order, the order will be withdrawn.

C. Access Order Modifications

The Customer may request a modification of its Access Order at any time prior to notification by the Company that service is available for the Customer's use or prior to the service date, whichever is later.

1. Partial Cancellation Charge

Any decrease in the number of ordered Switched Access Service lines, trunks or busy hour minutes of capacity ordered with a Standard or Negotiated Interval Access Order will be treated as a partial cancellation and the charges as set forth in Section 3.1.1 (D) following will apply. Partial cancellation charges do not apply to Advance Order Interval Access Orders.

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SERVICE DESCRIPTIONS, Continued**3.1 ACCESS SERVICES, Continued****3.1.1 Access Service Order, Continued****C. Access Order Modifications, Continued****2. Expedited Order Charge**

When placing an Access Order for service(s) for which Standard Intervals exist, a Customer may request a service date that is prior to the Standard Interval service date. A Customer may also request an earlier service date on a pending Standard, Negotiated or Advance Order Interval Access Order. If the Company agrees to provide service on an expedited basis, an Expedited Order Charge will apply.

If the Company receives a request for an expedited service date at the time a Standard interval Access Order is placed, the Expedited Order Charge is calculated by summing all the nonrecurring charges associated with the order and then dividing this total by the number of days in the Standard Interval. The charge is then applied on a per day of improvement basis, per order, but in no event shall the charge exceed fifty percent of the total nonrecurring charges associated with the Access Order.

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SERVICE DESCRIPTIONS, Continued**3.1 ACCESS SERVICES, Continued****3.1.1 Access Service Order, Continued****D. Cancellation of an Access Order**

1. A Customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that services available for the Customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or a Customer's end user is unable to accept Access Service within 30 calendar days after the original service date, the Customer has the choice of the following options:

- The Access Order shall be canceled and charges set forth in (2) following will apply, or
- Billing for the service will commence.

If no cancellation request is received within the specified 30 calendar days, billing for the service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the 31st day beyond the original service date of the Access Order.

2. When a Customer cancels a Standard or Negotiated Interval Access Order for the installation of service, a Cancellation Charge will apply as follows:
 - (a) When the Customer cancels an Access Order, a charge equal to the estimated provisioning costs incurred at a particular date for the service ordered by the Company shall apply.
 - (b) If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days, due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Customer may cancel the Access Order without incurring cancellation charges.

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SERVICE DESCRIPTIONS, Continued**3.1 ACCESS SERVICES, Continued****3.1.1 Access Service Order, Continued****E. Minimum Period**

1. The minimum period for which Access Service is provided and for which charges are applicable, is one month.
2. The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service.

The changes listed below are those which will be treated as a discontinuance and installation of service and for which a new minimum period will be established

- (a) A move to a different building.
- (b) A change in type of service.
- (c) A change in Switched Access Service Interface Group.
- (d) Change in Switched Access Service traffic type.
- (e) Change in Company-provided Switched Access Service to a Collocated Interconnection arrangement or vice versa.
- (f) Change to an existing Feature Group D Service to include the provision of 64 kbps Clear Channel Capability.

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SERVICE DESCRIPTIONS, Continued**3.1 ACCESS SERVICES, Continued****3.1.1 Access Service Order, Continued****F. Minimum Period Charges**

When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly billed services will be determined as follows:

- For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.
- All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

G. Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). Types of nonrecurring charges that apply for Switched Access Service are: installation of service and service rearrangements.

1. Installation of Service

Nonrecurring charges apply to each Switched Access Service installed. For Switched Services ordered on a per trunk basis, the charge is applied per trunk or out of band signaling connection. For Switched Services ordered on a busy hour minutes of capacity basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of an additional trunk(s). In addition, nonrecurring charges apply when an out of band signaling connection is installed for use with FGD.

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SERVICE DESCRIPTIONS, Continued**3.1 ACCESS SERVICES, Continued****3.1.1 Access Service Order, Continued****G. Nonrecurring Charges, Continued****2. Service Rearrangements**

All changes to existing services other than changes involving administrative activities only will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in (1) preceding will apply for this work activity. Moves that change the physical location of the point of termination are described below.

(a) Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

(b) Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

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SERVICE DESCRIPTIONS, Continued**3.1 ACCESS SERVICES, Continued****3.1.2 Standard Rate Categories**

The following rate categories apply to all forms of Switched Access Service unless otherwise stated in this Tariff:

- End Office Switching (includes Common Line and Switched Transport)

A. Rate Regulations

1. The Common Line rate category establishes the charges related to the use of Company-provided end user common lines by Customers and end-users for intrastate access.
2. End Office Switching

The Company combines traditional per minute switched access rate elements into a single composite per minute rate element. This element includes the following rate categories:

a. Switched Transport

The Switched Transport rate category establishes the charges related to the transmission and tandem switching facilities between the Customer designated premises and the end office switch(es) where the Customer's traffic is switched to originate or terminate the Customer's communications. The Switched Transport rate category also includes transport between an end office that serves as host for a remote switching system or module.

b. End Office Switching

The end office switching rate category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end-user lines and the termination of calls at intercept operators or recordings.

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SERVICE DESCRIPTIONS, Continued**3.1 ACCESS SERVICES, Continued****3.1.3 Other Rate Categories****A. Toll Free Data Base Access Service**

Toll Free Data Base Access Service is a service offering utilizing originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed Toll Free calls to a Company Service Switching Point which will initiate a query to the data base to perform the switching.

Customer identification and delivery function. The call is forwarded to the appropriate Customer based on the dialed Toll Free number. Toll Free Data Base Access Service is comprised of the following elements:

1. Customer Identification Charge

The Toll Free Data Base Access Service Customer Identification Charge applies for the identification and delivery of the appropriate Customer. The charge is assessed to the Customer on a per query and per minute of use basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs within the operating territory of Granite Telecommunications, LLC. The Toll Free Carrier Identification Charge is set forth in 5.1.3. The per minute of use charges can be found with the Local Transport and Local Switching rates (Section 5.1.2).

2. POTS Translation Charge

The POTS Translation provides the option of having the ten digit POTS number NPA + NXX-XXXX delivered instead of the Toll Free dialed number (e.g., 800 + NXX-XXXX) delivered to the service provider.

A POTS Translation Charge is assessed per query, in addition to the Toll Free Carrier Identification Charge. The charges can be found in Section 5.1.3.

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SERVICE DESCRIPTIONS, Continued**3.1 ACCESS SERVICES, Continued**

3.1.3 Other Rate Categories, Continued

A. Toll Free Data Base Access Service, Continued

3. Call Handling & Destination Feature Charge

The Toll Free Call Handling and Destination Features Package, available only with the Toll Free Data Base Access Service, provides feature functionality in addition to basic query. The feature package may include various destination options such as carrier selection, time of day routing, day of week routing, specific date routing, geographic routing, routing based on percent of allocation, and emergency routing profiles.

A Call Handling and Destination Feature Charge is assessed on a per-query basis, in addition to the Customer Identification Charge and the POTS Translation Charge as set forth in Section 5.1.3.

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SERVICE DESCRIPTIONS, Continued**3.2 MISCELLANEOUS SERVICES****3.2.1 Presubscription**

A. Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IXC) to access, without an access code, for intrastate interLATA calls subject to the Company's FCC Access Tariff. This IXC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select as its PIC the Company, or any other IXC that orders originating Feature Group D Switched Access Service at the end office that serves the end user. After the end user's initial selection of a predesignated IXC, for any additional change in selection, a non-recurring charge, as set forth in Section 5.2.1, applies.

B. At the request of a new or existing end user served by a Feature Group D end office, the Company will provide a list of IXCs the end user may select as its PIC. At no additional charge for the initial selection, the customer may choose either of the following options.

- Designate an IXC as a PIC and dial 10XXX or 101XXXX to reach other IXCs.

- Designate that they do not want to be presubscribed to any IXC and choose to dial 10XXX or 101 XXXX for all calls to all IXCs.

New end users subscribing to the Company's Exchange Access Service which do not specify a PIC will default to the Company as their initial PIC selection. Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge as set forth in Section 5.2.1, applies. This charge is billed to the end user.

C. the Exchange Access Service, or upon request by the selected IXC, billed to the IXC on behalf of the end user.

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BILLING AND COLLECTION SERVICES**4.1 BILLING NAME AND ADDRESS SERVICE**

Billing Name and Address (BNA) Service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company.

BNA Service is provided for the sole purpose of permitting the customer to bill its telephone communications service to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

BNA Service, which allows customers to submit the end user's ten-digit Automatic Number Identification (ANI) for returned end user BNA, is provided on both a manual and mechanized basis. On a manual basis, the BNA information may be requested by a written request (i.e., U.S. mail or facsimile). On a mechanized basis, the customer initiated request for information is available through electronic data transmission. The Company, upon receipt of the customer's request, will process the ANI. If the BNA information is available within the Company's billing records, the Company will produce a report of the associated BNA information in either a paper or electronic data transmission media.

BNA information is furnished for 10XXX or 101XXXX dialing, collect, bill to third number and messages charged to a calling card that is resident in the Company's data base.

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BILLING AND COLLECTION SERVICES, Continued**4.1 BILLING NAME AND ADDRESS SERVICE, Continued**

4.1.1 Undertaking of The Company

- A. The Company will respond within ten (10) business days of receipt of a customer's manual request for end user BNA information. The Company will respond to all mechanized BNA requests within five (5) business days of receipt.
- B. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.
- C. The Company shall use reasonable efforts to provide accurate and complete BNA information. The company makes no warranties, expressed or implied, as to the accuracy or completeness of this BNA information.

4.1.2 Obligations of the Customer

- A. With each order for BNA Service, the customer shall identify the authorized individual and address to receive the BNA information.
- B. The customer shall institute adequate internal procedures to insure that BNA information, including that related to "confidential" non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those customer personnel or agents with a need to know the information.

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BILLING AND COLLECTION SERVICES, Continued**4.1 BILLING NAME AND ADDRESS SERVICE, Continued****4.1.2 Obligations of the Customer, Continued**

- C. The customer shall not publicize or represent to others that the Company jointly participates with the customer in the development of the customer's end user records, accounts, data bases or market data, records, files and data bases or other systems it assembles through the use of BNA Service.
- D. When the customer orders BNA Service for intrastate messages, the Jurisdictional Reporting Requirements listed in Section 2.3.3 will be applicable.

4.1.3 Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for BNA Service. Specific rates and charges are set forth in Section 5.3.1.

The Service Establishment Charge and Record Transmission Charge apply to BNA Service. The Record Transmission Charge is a usage rate which applies on a per message (ANI) basis. The Record Transmission Charges are accumulated over a monthly period. The Company will keep a count of the records (ANi's) transmitted and report pages processed. The Company will bill the customer in accordance with these counts whether or not the Company was able to provide BNA information for all BNA records. For billing purposes, each month is considered to have 30 days. When a customer cancels an order for BNA Service after the order date, the Service Establishment Charge (if applicable) and the Record Transmission Charge will apply.

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BILLING AND COLLECTION SERVICES, Continued**4.1 BILLING NAME AND ADDRESS SERVICE, Continued****4.1.3 Rate Regulations, Continued****A. Service Establishment Charge**

The BNA Service Establishment Charge applies for the initial establishment of BNA Service on either a manual or mechanized basis.

B. Record Transmission Charge

The BNA Record Transmission Charge is a usage rate which applies on a per ten-digit ANI (message) basis. Each message is subject to the BNA Record Transmission Charge, regardless of whether the requested telephone number is available. The Record Transmission Charge is applied on either a manual or mechanized basis.

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RATES**5.1 ACCESS SERVICE**

5.1.1	Service Orders	Nonrecurring Charge	
	Service Implementation	First	Add'l
	A. Installation Charge	\$0.00	\$0.00
	B. Access Order Charge	\$0.00	\$0.00
	C. Cancellation Charge	\$0.00	\$0.00
5.1.2	Switched Access, All Times	InterLATA	IntraLATA
		\$0.060905	\$0.060905
5.1.3	Toll Free Data Base Access Service		
	POTS Translation Charge, Per Query	\$0.005	
	All others per query	\$0.005	
	Toll Free Carrier Identification Charge	\$0.000	
	Call Handling Destination Feature Charge	\$0.000	

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RATES, Continued**5.2 MISCELLANEOUS SERVICES**

5.2.1 Presubscription

Authorized PIC Change
Per Telephone Exchange Service, Line or Trunk \$5.00

5.3 BILLING AND COLLECTION SERVICES

5.3.1 Billing Name and Address Service

Service Establishment Charge \$0.00
Request (per telephone number) \$0.00

5.4 PRIMARY INTEREXCHANGE CARRIER CHARGE

Multi-Line Business, per line \$4.31

5.5 END USER COMMON LINE CHARGE

Primary residential line, per line \$6.50
Additional residential line, per line \$7.00
Single-line business, per line \$6.50
Multi-line business, per line \$9.20

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South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of May 6, 2004 through May 12, 2004

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: 605-773-3201

ELECTRIC

**EL04-015 In the Matter of the Petition of Northern States Power Company d/b/a Xcel Energy
for Approval to Include Certain Renewable Energy Development Fund Costs in the
Electric Fuel Clause Adjustment.**

Application by Xcel Energy for approval to include Renewable Development Fund payments directed to projects resulting in new renewable energy production, and associated administrative costs, allocated to South Dakota, in a revised Fuel Clause Rider Tariff for purposes of cost recovery from South Dakota customers. Renewable Development Fund payments by Xcel are required by an Act passed by the Minnesota Legislature in exchange for enabling Xcel to temporarily store spent nuclear fuel at the Prairie Island Nuclear Generating Plant at Red Wing, Minnesota.

Staff Analyst: Steve Wegman/Dave Jacobson
Staff Attorney: Karen Cremer
Date Filed: 05/07/04
Intervention Deadline: 05/28/04

**EL04-016 In the Matter of the Filing by Superior Renewable Energy LLC et al. against
Montana-Dakota Utilities Co. Regarding the Java Wind Project.**

On May 12, 2004, Superior Renewable Energy LLC and its wholly owned subsidiary, Java LLC, filed a petition requesting the Commission to settle a dispute regarding the long term purchase price of electricity generated from a Qualified Facility pursuant to the Public Utility Regulatory Policy Act of 1978.

Staff Analysts: Michele Farris/Keith Senger
Staff Attorney: Karen Cremer
Date Filed: 5/12/04
Intervention Deadline: 5/28/04

NATURAL GAS

**NG04-002 In the Matter of the Filing by MidAmerican Energy Company for Approval of its 2003
Economic Development Report and its 2004 Economic Development Plan.**

On May 12, 2004, as part of the Decision and Order approving Settlement Stipulation in NG01-010, MidAmerican Energy Company filed its 2003 economic development report and its proposed 2004 economic development budget for Commission approval.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Filed: 05/12/04
Intervention Deadline: 05/28/04

TELECOMMUNICATIONS

TC04-089 In the Matter of Qwest Corporation's Modification to Exhibit B to the Statement of Generally Available Terms and Conditions.

On May 6, 2004, Qwest Corporation filed an Updated Exhibit B to the Statement of Generally Available Terms and Conditions (SGAT). Qwest modified Exhibit B to include new product reporting or standards or both, association between certain terms in the Performance Indicator Definitions (PIDs) to the Definition of Terms, language clarifications, PID deletion, and PID revisions. Qwest requests that the Commission permit the amended Exhibit B to go into effect in accordance with 47 U.S.C. Section 252(f)(3). Qwest further requests that the Commission deem this revised Exhibit B to modify the SGAT and existing interconnection agreements that currently contain the PIDs as an exhibit.

Staff Analyst: Harlan Best
Staff Attorney: Karen E. Cremer
Date Filed: 05/06/04
Intervention Deadline: 05/28/04

TC04-090 In the Matter of the Application of Sancom, Inc. d/b/a Mitchell Telecom for a Certificate of Authority to Provide Local Exchange Services in the Territory of Qwest Corporation.

On May 7, 2004, Sancom, Inc. d/b/a Mitchell Telecom filed an application for a Certificate of Authority to provide local exchange telecommunications services in Qwest Corporation's service territories. Sancom intends to construct and use its own facilities and may collocate or lease additional facilities as necessary to provide services to residential and business customers.

Staff Analyst: Harlan Best
Staff Attorney: Karen E. Cremer
Date Filed: 05/07/04
Intervention Deadline: 05/28/04

TC04-091 In the Matter of the Filing for Approval of Statement of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services between Qwest Corporation and Comtech 21, LLC (Fourth Revision)

On May 7, 2004, the Commission received a filing for approval of a Statement of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services, and Resale of Telecommunication Services provided by Qwest Corporation in the state of South Dakota, Fourth Revision, between Qwest Corporation and Comtech 21, LLC. According to the parties, the Agreement "is a negotiated agreement which sets forth the terms, conditions and prices under which Qwest will provide services for resale to Comtech for the provision of local exchange services." Any party wishing to comment on the Agreement may do so by filing written comments with the Commission and the parties to the Agreement no later than May 27, 2004. Parties to the Agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Rolayne Ailts Wiest
Date Filed: 05/07/04
Initial Comments Due: 05/27/04

TC04-092 In the Matter of the Application of CommPartners, LLC for a Certificate of Authority to Provide Interexchange Telecommunications Services and Local Exchange Services in South Dakota.

On May 10, 2004, CommPartners, LLC filed an application for a Certificate of Authority to provide facilities-based and resold local exchange telecommunications services and interexchange services in South Dakota. CommPartners intends to provide voice telephony services on a wholesale basis to small and medium-sized cable system operators. Specifically, CommPartners will bundle local, long distance, internet access, data transport, web hosting, billing services and back office supports for its partner wholesale customers. CommPartners may also provide these services on a retail basis to small and medium-sized businesses in areas not served by its wholesale customers. CommPartners will initially focus on providing services in Qwest local exchange areas.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Filed: 05/10/04
Intervention Deadline: 05/28/04

TC04-093 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and ICG Telecom Group, Inc.

On May 10, 2004, the Commission received a filing for approval of a Triennial Review Order Amendment to the Interconnection Agreement between Qwest Corporation and ICG Telecom Group, Inc. According to the parties, the Amendment "is made in order to change or add terms, conditions and rates for certain network elements." Any party wishing to comment on the Amendment may do so by filing written comments with the Commission and the parties to the Amendment no later than June 1, 2004. Parties to the Amendment may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Rolayne Ailts Wiest
Date Filed: 05/10/04
Initial Comments Due: 06/01/04

TC04-094 In the Matter of the Filing by Granite Telecommunications, LLC for Approval of its Intrastate Switched Access Tariff and for an Exemption from Developing Company Specific Cost-Based Switched Access Rates.

On May 10, 2004, Granite Telecommunications, LLC filed a petition asking for exemption from developing company-specific cost-based switched access rates. The Applicant requests waivers of ARSD 20:10:27:07, 20:10:27:12 and 20:10:27:13. Applicant intends to mirror the switched access tariffed rates of Qwest.

Staff Analyst: Keith Senger
Staff Attorney: Karen Cremer
Date Filed: 5/10/04
Intervention Deadline: 5/28/04

TC04-095 In the Matter of the Application of United American Technology, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

On May 12, 2004, United American Technology, Inc. filed an application seeking a Certificate of Authority to provide interexchange telecommunications services in South Dakota. The Applicant intends to offer resold long distance, toll-free and travel card services to residential and small business customers.

Staff Analyst: Keith Senger
Staff Attorney: Karen Cremer
Date Filed: 5/12/04
Intervention Deadline: 5/28/04

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FACSIMILE: 253.851.6474
HTTP://WWW.MILLERISAR.COM

SENDERS EMAIL: SKLINZMAN@MILLERISAR.COM

FACSIMILE COVER SHEET

Date: June 8, 2004

To: Keith Senger

Facsimile Number: (605) 773-3809

From: Stacey A. Klinzman
Miller Isar
Regulatory Consultants

Regarding: Granite South Dakota Access Tariff
Docket No. TC 04-094

No. of Pages Including Cover: 5

If there is any difficulty in receiving this transmission, please call 253.851.6700

Dear Keith:

Attached please find a copy of my response to your letter of June 7, with attached revised tariff pages. An original and ten (10) copies will be sent via U.S. mail.

Please call if you have any questions or require additional changes.

Sincerely,
Stacey A. Klinzman
Miller Isar, Inc.
Tel: 253.851.6700

°°°CONFIDENTIALITY NOTICE°°°

This transmittal and accompanying documents are intended only for the use of the individual or entity to which they are addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, the reader is hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone to arrange for the retrieval of these documents. Thank you.

MILLER ISAR INC.

REGULATORY CONSULTANTS

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STACEY A. KLINZMAN

Via Facsimile and U.S. Mail
June 8, 2004

Mr. Keith Senger
South Dakota Public Utilities Commission
State Capitol Building, 1st Floor
500 East Capitol Avenue
Pierre, South Dakota 57501

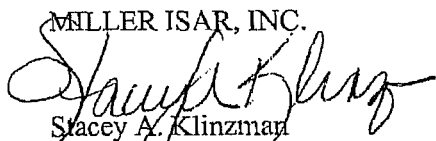
RE: Granite Telecommunications, LLC ("Granite") – Docket No. TC04-094

Dear Keith:

Enclosed please find an original and ten (10) copies of the following pages from Granite's local exchange access services tariff, South Dakota P.S.C. Tariff No. 3: 13, 17 and 18. These pages contain revisions requested by you in your letter of June 7, 2004 as well as necessary formatting changes to one succeeding page.

Please acknowledge receipt of this filing by file-stamping and returning the additional copy of this transmittal letter in the self-addressed, postage-paid envelope provided for this purpose. Please don't hesitate to contact me at the telephone and facsimile numbers above or via electronic mail at sklinzman@millerisar.com if I can be of further assistance to you in your review of Granite's access tariff.

Sincerely,

MILLER ISAR, INC.

Stacey A. Klinzman
Director – Regulatory Compliance

Enclosures

cc: Geoff Cookman, Granite Telecommunications, LLC

Granite Telecommunications, LLC

South Dakota P.S.C. Tariff No. 3
Original Sheet 13

REGULATIONS, Continued**2.1 UNDERTAKING OF THE COMPANY, Continued**

2.1.3 Terms and Conditions, Continued

- D. This tariff shall be interpreted and governed by the laws of the State of South Dakota regardless of its choice of laws provision.

2.1.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be determined in accordance with SDCL 49-13-1 and 49-1301.1.
- B. Unless otherwise determined by the Commission or a court of competent jurisdiction in accordance with South Dakota law, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer may include a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

Issued:

Issued By:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

Effective:

Granite Telecommunications, LLC

South Dakota P.S.C. Tariff No. 3
Original Sheet 17

REGULATIONS, Continued**2.1 UNDERTAKING OF THE COMPANY, Continued****2.1.4 Limitations on Liability, Continued**

- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- G. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.

Issued:
Issued By:Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

Effective:

Granite Telecommunications, LLC

South Dakota P.S.C. Tariff No. 3
Original Sheet 18

REGULATIONS, Continued**2.1 UNDERTAKING OF THE COMPANY, Continued****2.1.4 Limitations on Liability, Continued**

H. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

I. The Company will operate as specified in these and other applicable tariffs. Due to the interdependence among telecommunications companies, and the interrelationship with non-Company processes, equipment, and systems, the Company is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by:

1. a local exchange carrier;
2. customer premise equipment; or
3. the user or Customer.

In addition, the Company is not liable for any incompatibility between the Company's Services and any non-Company services used by the Customer or user.

Issued:
Issued By:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

Effective:

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

IN THE MATTER OF THE FILING BY GRANITE)
TELECOMMUNICATIONS, LLC FOR)
APPROVAL OF ITS INTRASTATE SWITCHED)
ACCESS TARIFF AND FOR AN EXEMPTION)
FROM DEVELOPING COMPANY SPECIFIC)
COST-BASED SWITCHED ACCESS RATES)

**ORDER GRANTING
PETITION FOR WAIVER**

TC04-094

On May 10, 2004, the Public Utilities Commission (Commission) received a petition from Granite Telecommunications, LLC (Granite) for approval of its intrastate switched access tariff. Additionally, Granite requested an exemption from the requirement to develop intrastate switched access rates based on company specific costs and a waiver of the use of the formula in ARSD 20:10:27:12, so as to mirror the Qwest Corporation tariffed access rates. Granite also requested a waiver of ARSD 20:10:27:07 and 20:10:27:13.

On July 6, 2004, the Commission considered Granite's request for approval of its intrastate switched access tariff, an exemption from establishing switched access rates based on company specific costs, and a waiver of the use of the formula in ARSD 20:10:27:12, so as to mirror the Qwest Corporation tariffed access rates. The Commission has jurisdiction over this matter pursuant to SDCL 49-31-18, 49-31-19, ARSD 20:10:27:11 and ARSD 20:10:27:12. The Commission voted to grant the petition for exemption from developing company specific cost-based switched access rates pursuant to ARSD 20:10:27:11, grant a waiver of the use of the formula in ARSD 20:10:27:12, so as to mirror the Qwest Corporation tariffed access rates, grant a waiver of ARSD 20:10:27:07 and 20:10:27:13, and approve Granite's intrastate switched access tariff. The Commission further ordered that Granite, within three years of the date of this Order, file a petition to continue the exemption granted in this proceeding or file cost-based rates. The Commission voted to grant the petition for exemption as conditioned herein and approve the tariff. It is therefore

ORDERED, that Granite's petition to be exempt from establishing company specific cost-based switched access rates is granted, its request for a waiver of the use of the formula in ARSD 20:10:27:12, so as to mirror the Qwest Corporation tariffed access rates is granted, its intrastate switched access tariff is approved, and its request for a waiver of ARSD 20:10:27:07 and 220:10:27:13 is granted; and it is further

ORDERED, that Granite shall, within three years of the date of this order, file a petition to continue the exemption granted in this proceeding or file cost-based intrastate switched access rates.

Dated at Pierre, South Dakota, this 15th day of July, 2004.

CERTIFICATE OF SERVICE
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.
By: <u>Melaine Kolbe</u>
Date: <u>7/15/04</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

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

Gary Hanson
GARY HANSON, Commissioner