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SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

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May 11, 2004

**Via Overnight Courier**

Public Utilities Commission  
Capitol Building, 1st Floor  
500 East Capitol Avenue  
Pierre, South Dakota 57501-5070

***Re: United American Technology, Inc.  
Application for a Certificate of Public Convenience and Necessity  
to Provide Resold Interexchange Telecommunications Services***

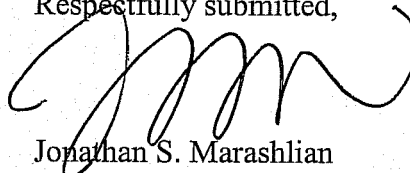
Ladies and Gentlemen:

On behalf of United American Technology, Inc. ("UAT"), transmitted herewith is an original plus ten (10) copies of its Application for a Certificate of Public Convenience and Necessity to Provide Resold Interexchange Telecommunications Services in the State of South Dakota. Also enclosed is a check in the amount of \$250.00, payable to the "South Dakota Public Utilities Commission," for the fee associated with this filing.

An additional copy of this filing is also enclosed, to be date-stamped and returned in the postage-prepaid envelope provided.

Should there be any questions regarding this filing, kindly contact the undersigned.

Respectfully submitted,



Jonathan S. Marashlian  
Regulatory Counsel

JSM/sr  
Enclosures

Telecommunications  
E Commerce  
Technology  
Corporate & Finance  
Trademarks  
Proprietary Rights  
Complex Litigation  
General Business Law

Before the  
STATE OF SOUTH DAKOTA  
PUBLIC UTILITIES COMMISSION

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MAY 12 2004

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

Application of )  
 )  
UNITED AMERICAN TECHNOLOGY, INC. )  
 )  
For a Certificate of Public Convenience )  
And Necessity to Provide Resold )  
Interexchange Telecommunications )  
Services in South Dakota )

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

**APPLICATION**

United American Technology, Inc. ("UAT"), by its attorneys, and pursuant to South Dakota Compiled Law Section 49-31-3 and Administrative Rules of South Dakota Chapter 20:10:24:02 and 20:10:24:05, hereby request that the South Dakota Public Utilities Commission (the "Commission") grant to UAT a Certificate of Public Convenience and Necessity ("CPCN") to provide non-dominant, competitive resold intrastate, interexchange telecommunications services in South Dakota.

**I. DESCRIPTION OF APPLICANT**

UAT is an Oklahoma corporation with its principal office and place of business located at 900 N.E. 63<sup>rd</sup> Street, Suite 100, Oklahoma City, OK 73105. Customers of UAT may reach the company by a toll free call to 1-800-394-2611. UAT offers resold long distance, toll-free 800/888/877/866, and travel card services to residential and small business customers throughout the continental U.S.

**II. INFORMATION SPECIFIED BY ADMINISTRATIVE RULES OF SOUTH DAKOTA CHAPTER 20:10:24:02**

**(1) The name, address, and telephone number of the applicant.**

United America Technology, Inc.  
900 N.E. 63<sup>rd</sup> Street, Suite 100  
Oklahoma City, OK 73105  
Tel: 405-418-0340  
Fax: 405-840-9002  
E-mail: [tom@uatnow.com](mailto:tom@uatnow.com)

**(2) The name under which the applicant will provide these services if different than in subdivision (1) of this section.**

Applicant will offer services to the public as “United American Technology, Inc.”

**(3) If the applicant is a corporation:**

**(a) The state in which it is incorporated, the date of incorporation, and a copy of its certificate of incorporation or, if it is an out-of-state corporation, a copy of its certificate of authority to transact business in South Dakota from the Secretary of State.**

A copy of UAT's Certificate of Good Standing as a Foreign Corporation in South Dakota is attached hereto as **Attachment A**.

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

National Registered Agents, Inc.  
300 South Phillips Avenue, Suite 300  
Sioux Falls, SD 57104-6322  
Tel: 800-227-1256  
Fax: 651-225-9579  
E-mail: [jackies@premierecorp.com](mailto:jackies@premierecorp.com)

**(c) The name and address of each corporation, association, partnership, cooperative, or individual holding a 20 percent or greater ownership or management interest in the applicant corporation and the amount and character of the ownership or management interest.**

John Bachman Trust  
900 N.E. 63<sup>rd</sup> Street, Suite 100  
Oklahoma City, OK 73105

50% Owner of UAT

Tom Anderson Trust  
8225 E. Memorial Road  
Oklahoma City, OK 73049

50% Owner of UAT

**(4) If the applicant is a partnership, the name, title, and business address of each partner, both general and limited.**

Not applicable.

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

Applicant intends to offer resold long distance, toll-free 800/888/877/866, and travel card services to residential and small business customers in South Dakota.

**(6) A detailed statement of the means by which the applicant will provide its services.**

Applicant will provide competitive telecommunications services by reselling services purchased from facilities-based underlying carriers.

**(7) The geographic areas in which the services will be offered or a map describing the service area.**

Throughout the state of South Dakota.

**(8) Current financial statements including a balance sheet, income statement, and cash flow statement; a copy of the applicant's latest annual report; a copy of the applicant's report to stockholders; and a copy of applicant's tariff with the terms and conditions of service.**

A copy of Applicant's verified financial statements for the year ending December 31, 1999 are attached hereto as **Attachment B**.

**(9) The names, addresses, telephone number, fax number, E-mail address, and toll free number of the applicant's representatives to whom all inquiries must be made regarding complaints and regulatory matters and a description of how the applicant handles customer billings and customer service matters.**

Tom Anderson, CEO  
900 N.E. 63<sup>rd</sup> Street, Suite 100  
Oklahoma City, OK 73105  
Phone: (405) 418-0340  
Fax: (405) 840-9002  
E-mail: [tom@uatnow.com](mailto:tom@uatnow.com)  
Toll Free No.: 1-800-394-2611

**(10) A list of the states in which the applicant is registered or certified to provide telecommunications services, whether the applicant has ever been denied registration or certification in any state and the reasons for any such denial, a statement as to whether or not the applicant is in good standing with the appropriate regulatory agency in the states where it is registered or certified, and a detailed explanation of why the applicant is not in good standing in a given state, if applicable.**

Applicant is registered or certified to provide telecommunications services in the following states: New Jersey, Utah, D.C., Virginia, Michigan, and Montana. Applicant is in good standing in all states in which it is registered or certified. Applicant is in the process of securing authority to provide resold interexchange telecommunications services throughout the continental U.S.

**(11) A description of how the applicant intends to market its services, its target market, whether the applicant engages in any multilevel marketing, and copies of any company brochures used to assist in the sale of services.**

Applicant plans to directly market its services to residential and small business customers through a combination of telemarketing, direct mail solicitation, mass media advertising and through the Internet.

**(12) Cost support for rates shown in the company's tariff for all noncompetitive or emerging competitive services.**

Not applicable; all services are competitive.

**(13) Federal tax identification number.**

Applicant's federal tax identification number is 77-0611780.

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

There are no complaints with any state or federal regulatory commission against Applicant regarding the unauthorized switching of a customer's telecommunications provider and the act of charging customers for services that have not been ordered.

**(15) A written request for waiver of those rules the applicant believes to be inapplicable.**

#### **REQUEST FOR WAIVER OF ARSD (12)**

Applicant hereby requests a waiver of ARSD 20:10:24:02(12) because all services Applicant proposes to provide are competitive.

**(16) Other information requested by the Commission needed to demonstrate that the applicant has sufficient technical, financial, and managerial capabilities to provide the interexchange services it intends to offer consistent with the requirements of this chapter and other applicable rules and laws.**

The Application further describes the managerial, technical and financial qualifications of the Applicant in Section IV of its Application. Applicant will abide by all applicable statutes, orders, rules, and regulations entered and adopted by the Commission.

### III. DESIGNATED CONTACTS

The designated contacts for the purposes of this Certification Application are the following:

Tom Anderson  
CEO  
United American Technology, Inc.  
900 N.E. 63<sup>rd</sup> Street, Suite 100  
Oklahoma City, OK 73105  
Phone: (405) 418-0340  
Fax: (405) 840-9002  
E-mail: [tom@uatnow.com](mailto:tom@uatnow.com)

Jonathan S. Marashlian  
The Helein Law Group, LLP  
8180 Greensboro Drive, Suite 700  
McLean, Virginia 22102  
Phone: (703) 714-1313  
Fax: (703) 714-1330  
E-mail: [jsm@thlglaw.com](mailto:jsm@thlglaw.com)

### IV. REQUEST FOR CERTIFICATION OF UAT

As demonstrated herein, the Applicant is well-qualified managerially, technically and financially to provide the competitive telecommunications services for which authority is requested in this Application.

#### A. Managerial Qualifications

Applicant is guided by an experienced and highly able management team that includes individuals who have distinguished themselves in executive positions within the industry. The senior management team possesses extensive business, sales, operational and regulatory experience. See **Attachment C**.

#### B. Technical Qualifications

UAT is a reseller. Therefore, it will rely upon its underlying carriers for maintenance of the facilities used to provide telecommunications service.

#### C. Financial Qualifications

As demonstrated by the attached verified 2003 financial statements, UAT is financially qualified to operate as a long distance reseller in South Dakota. See **Attachment**

**B**

#### **D. Description of Authority Requested and of Proposed Services**

By this Application, UAT seeks authority to provide resold intrastate, interexchange telecommunications services to residential and small business customers in South Dakota. Specifically, UAT seeks authority to provide a variety of competitive telecommunications services, including retail switched interLATA and intraLATA long distance services (including 1+ and toll free services), and retail calling card services (travel cards).

As to geographic scope, UAT requests authority from the Commission to provide these services throughout South Dakota. UAT's proposed South Dakota Tariff No. 1 is being filed herewith. See **Attachment D**.

For service, billing, and repair complaints, customers may contact UAT during normal business hours at (800) 394-2611. In addition, customers may contact UAT by writing to:

United American Technology, Inc.  
900 N.E. 63<sup>rd</sup> Street, Suite 100  
Oklahoma City, OK 73105

UAT hereby agrees to abide by all applicable statutes, orders, rules, and regulations entered and adopted by the Commission. As UAT will be a non-dominant, competitive provider of telecommunications services in South Dakota, it respectfully requests that it be subject to the same streamlined regulatory treatment applicable to other competitive carriers in South Dakota.

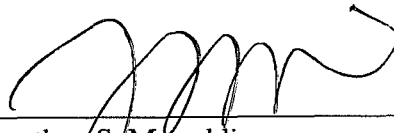


## CONCLUSION

As demonstrated herein, UAT is well-qualified to hold a Certificate of Public Convenience and Necessity to operate as a resale provider of long distance telecommunications services in the State of South Dakota.

Respectfully submitted,

**UNITED AMERICAN TECHNOLOGY, INC.**



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Jonathan S. Marshlian  
The Helein Law Group, LLP  
8180 Greensboro Drive, Suite 700  
McLean, Virginia 22102

Its Counsel

**ATTACHMENT A**

Certificate of Good Standing

# State of South Dakota



## OFFICE OF THE SECRETARY OF STATE

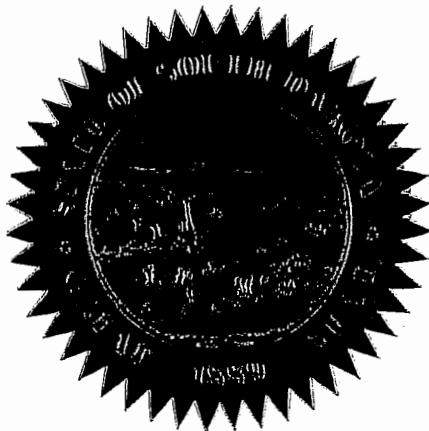
### Certificate of Authority

ORGANIZATIONAL ID #: FB028502

I, **Chris Nelson**, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of **UNITED AMERICAN TECHNOLOGY, INC. (OK)** to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Corporation Acts, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I hereby issue this Certificate of Authority and attach hereto a duplicate of the application to transact business in this state.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this May 5, 2004.



*Chris Nelson*

Chris Nelson  
Secretary of State



Secretary of State  
 State Capitol  
 500 E. Capitol Ave.  
 Pierre SD 57501  
 Phone 605-773-4845  
 Fax 605-773-4550

FILE NO. \_\_\_\_\_  
 RECEIPT NO. \_\_\_\_\_

**RECEIVED**  
 MAY 04 '04  
 S.D. SEC. OF STATE

### Application for Certificate of Authority

Pursuant to the provisions of SDCL 47-8-7, the undersigned corporation hereby applies for a Certificate of Authority to transact business in the State of South Dakota and for that purpose submits the following statement:

(1) The name of the corporation is United American Technology, Inc.  
 (exact corporate name)

(2) If the name of the corporation does not contain the word "corporation", "company", "incorporated" or "limited" or does not contain an abbreviation of one of such words, then the name of the corporation with the word or abbreviation which it elects to add thereto for use in this state is \_\_\_\_\_

(3) State where incorporated Oklahoma Federal Taxpayer ID# 77-0611780

(4) The date of its incorporation is October 28, 2003 and the period of its duration, which may be perpetual, is Perpetual

(5) The address of its principal office in the state or country under the laws of which it is incorporated is 900 N.E. 63rd Street, Suite 100, Oklahoma City, Oklahoma Zip Code 73105

mailing address if different from above is: \_\_\_\_\_ Zip Code \_\_\_\_\_

(6) The street address, or a statement that there is no street address, of its proposed registered office in the State of South Dakota is 300 South Phillips Avenue, Suite 300, Sioux Falls, South Dakota Zip Code 57104-6322

and the name of its proposed registered agent in the State of South Dakota at that address is National Registered Agents, Inc.

(7) The purposes which it proposes to pursue in the transaction of business in the State of South Dakota are: (state specific purpose)  
Telecommunications Services

(8) The names and respective addresses of its directors and officers are:

Name	Officer Title	Street Address	City	State	Zip
<u>John Bachman</u>	<u>Director</u>	<u>900 NE 63rd St., #100, Oklahoma City,</u>	<u>OK</u>	<u>73105</u>	
<u>John Bachman</u>	<u>Pres/Secretary/Treas</u>	<u>900 NE 63rd St., #100, Oklahoma City,</u>	<u>OK</u>	<u>73105</u>	
<u>Tom Anderson</u>	<u>CEO</u>	<u>900 NE 63rd St., #100, Oklahoma City,</u>	<u>OK</u>	<u>73105</u>	

(9) The aggregate number of shares which it has authority to issue, itemized by classes, par value of shares, shares without par value, and series, if any, within a class is:

Number of shares	Class	Series	Par value per share or statement that shares are without par value
<u>4,500,000</u>	<u>Common</u>	<u>A</u>	<u>\$0.0001</u>
<u>200,000,000</u>	<u>Common</u>	<u>B</u>	<u>\$0.0001</u>

(10) The aggregate number of its issued shares, itemized by classes, par value of shares, shares without par value, and series, if any, within a class, is:

Number of shares	Class	Series	Par value per share or statement that shares are without par value
2,000,000	Common	A	\$0.0001
18,000,000	Common	B	\$0.0001

(11) The amount of its stated capital is \$ 2,000.00

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

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

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

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

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

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

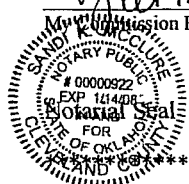
Dated 4-27-04

[Signature]  
(Signature)  
C.E.O.  
(Title)

STATE OF Oklahoma  
COUNTY OF Cleveland

I, Sandi K. McClure, a notary public, do hereby certify that on this 27 day of April 2004, personally appeared before me Tom Anderson who, being by me first duly sworn, declared that he/she is the C.E.O. of United American Technology Inc. that he/she signed the foregoing document as officer of the corporation, and the statements therein contained are true.

Apr. 14, 2008  
My Commission Expires Apr. 14, 2008  
Sandi K. McClure  
(Notary Public)



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

**Consent of Appointment by the Registered Agent**

I, National Registered Agents, Inc., hereby give my consent to serve as the registered agent for United American Technology, Inc.

(name of registered agent)  
(corporate name)

Dated May 3 2004

[Signature]  
(Signature of registered agent)

**ATTACHMENT B**

Verified Financials

United American Technology, Inc.  
Balance Sheet  
December 31, 2003

ASSETS

Current Assets		
Checking - BancFirst 6003980	\$	1,996,974.48
Operating - Local #717235915		569.08
Checking - BancFirst Sweep		3,776.84
Cash - Local OK C.D.		15,000.00
✓R - Tom Anderson		45,000.00
✓R - Willeta Thompson		82,000.00
✓R - Ron Taylor		17,710.00
✓R - Edwin Perez		8,000.00
✓R - LEC Billing		6,740.43
✓R - Direct Bill		5,999.67
✓R - Residual Carriers		1,998.53
Employee Advances		5,976.15
		<hr/>
Total Current Assets		2,189,745.18
Property and Equipment		
Furniture and Fixtures		25,000.00
Equipment		46,000.00
Automobiles		9,000.00
		<hr/>
Total Property and Equipment		80,000.00
Other Assets		
Deposits		1,020.00
Market Share Inventory		451,700.00
		<hr/>
Total Other Assets		452,720.00
		<hr/>
Total Assets	\$	<u>2,722,465.18</u>

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable	\$	146.56
✓P - Quest		129,811.42
✓P - Amex		5,360.94
✓P - P/R Accrual		6,856.57
✓P - Promisevision Merger		149,623.98
✓P - POK		2,000.00
✓P - TIS		3,891.62
✓P - John Bachman (ST)		2,800.00
✓P - Nazarene Church (ST)		23,750.00
✓P - NEC Phone Equip (ST)		52,778.80
✓P - Equip Citicorp (ST)		792.83
✓P - Equip Wells Fargo (ST)		126.29
✓P - Local OK Bank (ST)		65,580.25
✓P - Local OK - Auto (ST)		8,253.85
✓P - Local OK - C.D. (ST)		12,394.52
		<hr/>
Total Current Liabilities		464,167.63
Long-Term Liabilities		
		<hr/>
Total Long-Term Liabilities		0.00
		<hr/>
Total Liabilities		464,167.63

Unaudited - For Management Purposes Only

United American Technology, Inc.  
Balance Sheet  
December 31, 2003

Capital		
Common A	100.00	
Common B	100.00	
paid-in Capital	2,000,000.00	
Ret Income	<u>258,097.55</u>	
Total Capital		<u>2,258,297.55</u>
Total Liabilities & Capital	\$	<u><u>2,722,465.18</u></u>



United American Technology, Inc.  
Income Statement  
For the Twelve Months Ending December 31, 2003

	Current Month		Year to Date	
<b>Revenues</b>				
Direct Bill Revenue	\$ 0.00	0.00	\$ 0.00	0.00
Revenue - Lec	6,740.43	2.59	6,740.43	2.59
Service Fees	620.00	0.24	620.00	0.24
Services Unlimited Residual	3,497.75	1.35	3,497.75	1.35
Services #3	0.00	0.00	0.00	0.00
Interest Income	1.24	0.00	7.55	0.00
Market Share	248,700.00	95.72	248,700.00	95.71
DMT Fee Income	270.00	0.10	270.00	0.10
Finance Charge Income	0.00	0.00	0.00	0.00
Shipping Charges Reimbursed	0.00	0.00	0.00	0.00
Services Returns and Allowances	0.00	0.00	0.00	0.00
Services Discounts	0.00	0.00	0.00	0.00
<b>Total Revenues</b>	<b>259,829.42</b>	<b>100.00</b>	<b>259,835.73</b>	<b>100.00</b>
<b>Cost of Sales</b>				
Cost of Goods Sold #1	0.00	0.00	0.00	0.00
Cost of Goods Sold #2	0.00	0.00	0.00	0.00
COGS - Carrier Fees	0.00	0.00	0.00	0.00
COGS - Internet Ser. Fees	90.73	0.03	90.73	0.03
Cost of Sales-Salaries and Wage	0.00	0.00	0.00	0.00
Cost/Sales-Telemarket Con Lab	368.28	0.14	368.28	0.14
Cost of Sales-Postage	0.00	0.00	0.00	0.00
COGS-Supplies Expense-Telemark	0.00	0.00	0.00	0.00
COGS - PRINTING EXPENSE	0.00	0.00	0.00	0.00
COGS-Prof Serv-Telecomm Exp	0.00	0.00	0.00	0.00
COGS-Security Expense	0.00	0.00	0.00	0.00
COGS-Switch Fees	0.00	0.00	0.00	0.00
Cost of Sales-DB Tax Process	0.00	0.00	0.00	0.00
COGS - Telemarket Acct. Fee	0.00	0.00	0.00	0.00
COGS-Advertising, Telemarketing	0.00	0.00	0.00	0.00
COGS-Rent or Lease Expense	0.00	0.00	0.00	0.00
Purchase Returns and Allowance	0.00	0.00	0.00	0.00
Purchase Discounts	0.00	0.00	0.00	0.00
<b>Total Cost of Sales</b>	<b>459.01</b>	<b>0.18</b>	<b>459.01</b>	<b>0.18</b>
<b>Gross Profit</b>	<b>259,370.41</b>	<b>99.82</b>	<b>259,376.72</b>	<b>99.82</b>
<b>Expenses</b>				
Default Purchase Expense	0.00	0.00	0.00	0.00
Advertising Expense	200.00	0.08	200.00	0.08
Amortization Expense	0.00	0.00	0.00	0.00
Auto Expenses	0.00	0.00	0.00	0.00
AUTO EXPENSES (P/R)	0.00	0.00	0.00	0.00
Bad Debt Expense	0.00	0.00	0.00	0.00
Bank Charges	144.79	0.06	150.94	0.06
Service Fees	<24.02>	<0.01>	<24.02>	<0.01>
Cash Over and Short	0.00	0.00	0.00	0.00
Charitable Contributions Exp	0.00	0.00	0.00	0.00
Commissions and Fees Exp	0.00	0.00	0.00	0.00
Depreciation Expense	0.00	0.00	0.00	0.00
Services and Subscriptions Exp	0.00	0.00	0.00	0.00
Employee Benefit Programs Exp	0.00	0.00	0.00	0.00
Freight Expense	0.00	0.00	0.00	0.00
Gifts Expense	0.00	0.00	0.00	0.00
Income Tax Expense	0.00	0.00	0.00	0.00

United American Technology, Inc.  
Income Statement  
For the Twelve Months Ending December 31, 2003

	Current Month		Year to Date	
Insurance Expense	161.77	0.06	161.77	0.06
Workers Comp Insurance	0.00	0.00	0.00	0.00
Interest Expense	111.42	0.04	111.42	0.04
Laundry and Cleaning Exp	0.00	0.00	0.00	0.00
Legal and Professional Expense	0.00	0.00	0.00	0.00
Professional Fees - Computer E	0.00	0.00	0.00	0.00
Licenses Expense	0.00	0.00	0.00	0.00
Loss on NSF Checks	0.00	0.00	0.00	0.00
Maintenance Expense	0.00	0.00	0.00	0.00
Meals and Entertainment Exp	0.00	0.00	0.00	0.00
Office Expense	0.00	0.00	0.00	0.00
Property Tax Expense	0.00	0.00	0.00	0.00
JTA - P/R Tax Expense	0.00	0.00	0.00	0.00
JTA - P/R Tax Expense	0.00	0.00	0.00	0.00
QUILEDGE TAX	0.00	0.00	0.00	0.00
Contract Labor	270.00	0.10	270.00	0.10
Advisory Fee	0.00	0.00	0.00	0.00
Other Taxes	0.00	0.00	0.00	0.00
Postage Expense	0.00	0.00	0.00	0.00
Printing	146.56	0.06	146.56	0.06
Rent or Lease Exp - ADMIN	0.00	0.00	0.00	0.00
Repairs Expense	262.50	0.10	262.50	0.10
Supplies Expense	0.00	0.00	0.00	0.00
Computer/IT Expense	0.00	0.00	0.00	0.00
Telephone Expense	0.00	0.00	0.00	0.00
Travel Expense	0.00	0.00	0.00	0.00
Salaries Expense	0.00	0.00	0.00	0.00
Wages Expense	0.00	0.00	0.00	0.00
Utilities Expense	0.00	0.00	0.00	0.00
Other Expense	0.00	0.00	0.00	0.00
Purchase Disc-Expense Items	0.00	0.00	0.00	0.00
Gain/Loss on Sale of Assets	0.00	0.00	0.00	0.00
	<hr/>		<hr/>	
Total Expenses	1,273.02	0.49	1,279.17	0.49
	<hr/>		<hr/>	
Net Income	\$ 258,097.39	99.33	\$ 258,097.55	99.33
	<hr/>		<hr/>	

**AFFIDAVIT**

STATE OF OKLAHOMA )

COUNTY OF Cleveland )

SS

Personally appeared before the undersigned, and officer duly authorized to administer oaths, Tom Anderson, who first being duly sworn, deposes and says:

- I am of lawful age;
- I am Chief Executive Officer of United American Technology, Inc.,
- I have reviewed the unaudited balance sheet and income statement of United American Technology, Inc. for the year ended December 31, 2003, and I affirm they are true and accurate.

I do solemnly swear under penalty of perjury:

Tom Anderson

(Signature of Affiant)

Subscribed and sworn before me, this

9 day of March, 2004.

(SEAL)



My Commission Expires

Jan 14, 2008

**ATTACHMENT C**

Management Bios

## **Professional Resume**

### **Tom Anderson**

#### ***Summary***

Mr. Anderson brings to United American Technology, Inc. over 10 years of experience in the telecommunications industry. Throughout his 10 plus years in the industry, Mr. Anderson has held several top management positions. Mr. Anderson's experiences range from sales to operations to senior management. Under Mr. Anderson's leadership, United American Technology, Inc. looks forward to providing quality telecommunications services to its customers and future growth and expansion.

#### ***Employment Experience***

**United American Technology, Inc. – Chief Executive Officer, 2003 – present**

As CEO of UAT, I am responsible for overseeing, managing and guiding the day-to-day business of the company.

**PromiseVision Technology, Inc. – Director of Operations, 1999 – 2003**

As Director of Operations of PromiseVision, I was responsible for coordinating technical, administrative, regulatory and business operations of the company.

**AmeriVision Communications, Inc. – Vice President of Sales, 1993 – 1998**

As Vice President of Sales of AmeriVision Communications, Inc., I managed several major customer accounts, including: Concerned Women for America, Christian Broadcasting Network, Christian Coalition, Trinity Broadcasting Network and Jay Sekulow Live. My duties included day-to-day supervision of customer sign ups and complaints. I was responsible for providing detailed reports of daily activities on behalf of various organizations. In addition, as Vice President of Sales, I was responsible for overseeing a staff of sales people.

#### ***Educational Background***

**University of Central Oklahoma  
Bachelor's Degree – Graduating class of 1992**

## Professional Resume

### John Bachman

#### *Summary*

Mr. Bachman is the founder and President of United American Technology, Inc. Mr. Bachman is a successful entrepreneur, having established, managed, and grown several business ventures in various fields for over 25 years. Mr. Bachman's experiences range from sales to operations to senior management. Mr. Bachman has a demonstrated ability to take unexciting, unprofitable companies and turn them into successful and marketable enterprises. Under Mr. Bachman's leadership, United American Technology, Inc. looks forward to providing quality telecommunications services to its customers and future growth and expansion.

#### *Employment Experience*

United American Technology, Inc. – President, 2003 – present

As President of UAT, I am responsible for overseeing, managing and guiding the day-to-day business of the company.

Media Partners of America – Co-owner

Media Partners of America is one of the fastest growing advertising companies in the state of Oklahoma. As co-owner of Media Partners of America, UAT will be given unrivaled sales and marketing channels and opportunities. For example, at Media Partners of America:

- **Marketing and Advertising** – We create efficient and effective marketing campaigns aimed at the specific target audience.
- **Television and Radio Ad Placement** - With our years of media negotiating experience, our clients enjoy peace of mind. They know that we have represented their companies in a wonderful way, providing them with the most efficient media campaign possible.
- **Newspaper, Magazine & Billboard Ad Placement** - Our Clients can expect efficient print ad placement and creative, eye-catching designs.
- **Script Writing** - We work closely with our Partner Clients during this process to ensure we convey the proper advertising message to the public.

#### *Hearing Aid Industry Experience*

Mr. Bachman also has over 25 years of experience in various facets of the hearing aid business. At one point, Mr. Bachman was responsible for over \$30 million a year in hearing aid business.

**ATTACHMENT D**

Proposed South Dakota P.S.C. Tariff No. 1

SOUTH DAKOTA  
INTEREXCHANGE TELECOMMUNICATIONS TARIFF  
OF  
**United American Technology, Inc.**

This tariff contains the descriptions, regulations and rates applicable to the provision of interexchange telecommunications by United American Technology, Inc. within the State of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission and copies may be inspected, during normal business hours, at the Company's principal place of business.

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Effective:

Issued by: John Bachman, President  
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**CHECK SHEET**

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<b>PAGE</b>	<b>REVISION</b>	<b>PAGE</b>	<b>REVISION</b>
1	Original *	26	Original *
2	Original *	27	Original *
3	Original *	28	Original *
4	Original *	29	Original *
5	Original *	30	Original *
6	Original *	31	Original *
7	Original *	32	Original *
8	Original *	33	Original *
9	Original *	34	Original *
10	Original *	35	Original *
11	Original *	36	Original *
12	Original *	37	Original *
13	Original *		
14	Original *		
15	Original *		
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17	Original *		
18	Original *		
19	Original *		
20	Original *		
21	Original *		
22	Original *		
23	Original *		
24	Original *		
25	Original *		

\* - indicates those pages includes with this filing

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**APPLICATION OF TARIFF**

The regulations, rules and conditions set forth in this Tariff apply to the provision of intrastate public telecommunications services furnished within the State of South Dakota by United American Technology, Inc. subject to the jurisdiction of the South Dakota Public Utilities Commission.

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### SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) - To signify a changed listing, rule or condition which may affect rates or charges.
- (D) - To signify discontinued material, including a listing, rate, rule or condition.
- (I) - To signify an increase in rates or charges.
- (M) - To signify material relocated from or to another part of this Tariff with no change in text, rate, rule or condition.
- (N) - To signify new material, including a listing, rate, rule or condition.
- (R) - To signify a reduction in rates or charges.
- (T) - To signify a change in the wording of the text, but no change in rate, rule or condition.
- (X) - To signify a correction or reissued matter.

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**TARIFF FORMAT**

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

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

Certain terms used generally throughout this tariff, particularly those for specialized common carrier communication channels furnished by the Company over its facilities are defined below:

**Access** - Access to UAT's services are provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

**Access Code** - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

**Authorization Code** - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

**Authorized User** - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

**Automatic Numbering Identification (ANI)** - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

**Billed Party** - The person or entity responsible for payment of the Company's Service(s): For a Direct Dialed Call, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate an intrastate call. In the case of a Traveler Card call or Phone Home Card call, the person or entity responsible for payment is the Customer of record of the Traveler Card or Phone Home Card used.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**Central Office** - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

**Channel** - The term "Channel" denotes a path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

**Common Carrier** - A company or entity providing telecommunications services to the public.

**Customer** - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this tariff.

**Customer - Provided Facilities** - The term "Customer - Provided Facilities" denotes all communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

**Direct Dialed Call** - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

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

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

**Exchange** - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**Intrastate Message Telecommunications Service ("MTS")** - The term "Intrastate Message Telecommunications Services" denotes the furnishing of direct dialed intrastate switched service to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels between points wholly within the State of South Dakota.

**Local Exchange Carrier ("LEC")** - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

**Measured Charge** - A charge assessed on a per minute or incremental basis in calculating a portion of the charges due for a completed call.

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

**Personal Identification Numbers (PINS)** - Code numbers used in connection with designated telephone numbers which allow intrastate calls to be categorized for various applications.

**Point(s) of Presence** - The term "Point(s) of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company network configuration.

**Premise** - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

**SDPUC** - South Dakota Public Utilities Commission.

**Service** - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

**Special Access Service** - All exchange access not utilizing telephone company end office switches. This service includes dedicated access that connects end user to end user, end user to carrier, or carrier to carrier and may include analog or digital channels for voice, data or video transmissions.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**Subscriber** - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, make telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

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

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

Service is offered to residential and business Customers of the Company to provide direct dialed calls originating and terminating partially or wholly within the State of South Dakota, using the Company's network configuration. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail.

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

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

**2.2 Limitations**

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 UAT reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 All services and facilities provided under this tariff are directly or indirectly controlled by UAT and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.4 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

**2.3 Use**

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

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

**2.4 Liabilities of Company**

- 2.4.1** UAT's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, shall be determined in accordance with SDCL 49-13-1 and 49-13-1.1 and any other applicable law.
- 2.4.2** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3** UAT shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over UAT or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.

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

**2.4 Liabilities of Company, (Cont'd.)**

- 2.4.4** UAT is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the service provided to Customer, the Company's liability shall be limited according to the provisions stated above.
- 2.4.5** UAT shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.
- 2.4.6** The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.

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

**2.5 Deposits**

The Company does not require deposits from customers.

**2.6 Advance Payments**

The Company does not require advance payments from customers.

**2.7 Taxes**

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate line items and are not included in the quoted rates, unless otherwise provided in Section 4 of this tariff.

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

**2.8 Payment and Credit Regulations**

**2.8.1 Billing and Credit Regulations**

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

**2.8.2 Payment for Service**

The Customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the Customer's service point.

- (A) Charges for direct dialed calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- (B) Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision or the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.
- (C) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (D) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.8 Payment and Credit Regulations, (Cont'd.)****2.8.2 Payment for Service, (cont'd.)**

- (E) A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer at least five calendar days before service is disconnected. The Company does not charge a late charge for unpaid bills.
- (F) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.
- (G) In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs as provided by law.
- (H) UAT will not bill for unanswered calls in areas where Equal Access is available, nor will UAT knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, UAT will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (I) In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.
- (J) A Customer has 180 days from the date of a bill to dispute a portion of their bill, notwithstanding Section 2.8.2 (A) through (I) above. While the charge is in dispute, the Customer shall only be required to pay the undisputed portion of their bill in full.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.9 Right to Backbill for Improper Use of the Company's Service**

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

**2.10 Billing Entity Conditions**

When billing functions on behalf of UAT are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact UAT directly. If there is still a disagreement about the disputed amount after investigation and review by UAT or other service provider, the Billed Party has the option to pursue the matter with the appropriate state commission and/or the Federal Communications Commission.

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

**2.11 Compliance with Regulatory Requirements**

The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory rules and standards of the SDPUC.

**2.12 Interconnection**

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

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

**2.13 Denial of Access or Disconnect of Service by the Company**

The Company expressly retains the right to deny access or disconnect service without incurring any liability for any of the following reasons.

**2.13.1** Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment and notice of intention to disconnect from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;

**2.13.2** Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to UAT operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or

**2.13.3** The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or

**2.13.4** Failure to pay a previously owed bill by the same Customer at another location.

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

**2.14 Customer's Liability in the Event of Denial of Access to Service by the Company**

In the event a Customer's service is disconnected by the Company for any of the reasons stated in Section 2.13, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

**2.15 Reinstatement of Service**

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstatement of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstated (1) all accrued and unpaid charges, but there will be no charge for the service restoration.

**2.16 Credit Allowances for Interruption of Service**

Credit allowances for interruptions of service are limited the initial minimum period charge incurred to re-establish the interrupted call.

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

**2.17 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

**2.18 Toll Free Numbers**

UAT will make every effort to reserve "vanity" toll free numbers on the Customer's behalf, but makes no warranty or guarantee that the "vanity" number(s) will be available for use by the Customer.

If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in toll free service to another carrier (i.e. "porting" of the toll free number), including a request for a Responsible Organization (Resp Org) change, until such charges are paid in full.

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Oklahoma City, Oklahoma 73105

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

**2.19 Responsibilities of the Subscriber**

- 2.19.1** The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.
- 2.19.2** The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by UAT on the Subscriber's behalf.
- 2.19.3** If required for the provision of UAT's Services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to UAT.
- 2.19.4** The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and UAT when required for UAT personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of UAT's Services.
- 2.19.5** The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with UAT's facilities or services, that the signals emitted into UAT's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.

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Issued:

Effective:

Issued by: John Bachman, President  
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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.19 Responsibilities of the Subscriber, (Cont'd.)**

**2.19.6** If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to UAT's equipment, personnel, or the quality of Service to other Subscribers or Customers, UAT may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, UAT may, upon written notification, terminate the Subscriber's service.

**2.19.7** The Subscriber must pay UAT for replacement or repair of damage to the equipment or facilities of UAT caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.

**2.19.8** The Subscriber must pay for the loss through theft or fire of any of UAT's equipment installed at Subscriber's premises.

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

**2.20 Responsibilities of Authorized Users**

- 2.20.1** The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the state utility commission and the FCC.
- 2.20.2** The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.20.3** The Authorized User is responsible for providing UAT with a valid method of billing for each call. UAT reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or UAT may refuse to place the call.

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

**2.21 Customer Inquiries or Complaints**

Customer inquiries or complaints regarding service or billings may be made in writing or phone to:

Customer Service Manager  
United American Technology, Inc.  
900 N.E. 63rd Street, Suite 100  
Oklahoma City, Oklahoma 73105  
Toll-Free: 1-800-394-2611

Customers may contact the South Dakota Public Utilities Commission if he or she is dissatisfied with the Company's response. The Commission can be reached at:

South Dakota Public Utilities Commission  
500 East Capitol  
Pierre, SD 57501-5070  
(605) 773-3201  
(800) 332-1782  
TTY Through Relay South Dakota (800) 877-1113

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES**

**3.1 General**

UAT Intrastate Service is offered for the provision of long distance services. All calls are billed in one (1) minute increments after an initial period, for billing purposes of one (1) minute

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

**3.2 Determination of Call Duration and Timing of Calls**

- 3.2.1 For Direct Dialed Calls, chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console. For Person-to-Person calls chargeable time begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
- 3.2.2 Chargeable time ends when the connection is terminated.
- 3.2.3 Chargeable time does not include the time lost because of known faults or defects in the service.
- 3.2.4 The initial and additional timing periods for billing purposes vary by product and are specified in this Section of this tariff.
- 3.2.5 The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, UAT will reasonably issue credit for the call.

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

**3.3 Time of Day Rate Periods**

For time of day sensitive services, the appropriate rates apply for day, evening and night/weekend calls based on the following chart:

	MON	TUES	WED	THU R	FRI	SAT	SUN
8:00 AM TO 4:59 PM	DAYTIME RATE PERIOD OR PEAK RATE PERIOD						
5:00 PM TO 10:59 PM	EVENING RATE PERIOD OR OFF PEAK RATE PERIOD						EVE
11:00 PM TO 7:59 AM	NIGHT/WEEKEND RATE PERIOD OR OFF PEAK RATE PERIOD						

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

**3.3 Time of Day Rate Periods, (Cont'd.)**

**3.3.1** Day, Evening, and Night/Weekend times are determined by the local time of the location of the calling service point. Chargeable time for a rate period (e.g. 8AM-5PM) begins with the first stated hour (8AM) and continues to, but does not include, the second stated hour (5PM). The rate applicable at the start of chargeable time at the calling station applies to the call during the duration of the call that is applicable to that time period. If a call begins in one discount period and ends in another, the initial period discount applied is the discount in effect at the time the call is established. The charge for each additional minute of usage is the additional minute billing rate of the rate period in which the beginning of each minute occurs.

**3.3.2** The time when connection is established is determined in accordance with the time-standard or daylight savings -legally or commonly in use at the location of the calling service point and determines whether Day, Evening, Night or Weekend rates apply. This rule applies whether the message is sent paid or collect and is applicable to interLATA direct dialed and operator assisted calls.

**3.3.3** The Evening rate applies to the holidays listed below unless a lower rate period is in effect.

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

\* = Applies to Federally recognized days only.

\*\* = If the holiday falls on a Sunday, the holiday rates are applied to the following Monday. If the holiday falls on a Saturday, the holiday rates are applied to the preceding Friday.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.4 Calculation of Distance**

For services which are distance sensitive, usage charges are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

- Step 1: Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.
- Step 2: Obtain the difference between the "V" coordinates of each of the serving wire centers. Obtain the difference between the "H" coordinates.
- Step 3: Square the differences obtained in Step 2.
- Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula:

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

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

**3.5 UAT Direct Dial Service**

UAT Direct Dial Service available to Customers who originate direct dialed calls within the State. This service permits origination of intrastate calls from diverse Customer's local exchange or dedicated access facilities.

**3.5.1 Rate Plan A**

	DAY		EVENING		NIGHT/WKND	
	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute
All Mileage Bands	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.100	\$0.1000

Monthly Service Charge

\$4.95

**3.5.2 Rate Plan B**

	DAY		EVENING		NIGHT/WKND	
	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute
All Mileage Bands	\$0.1250	\$0.1250	\$0.1250	\$0.1250	\$0.1250	\$0.1250

Monthly Service Charge

\$1.95

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

**3.5 UAT Direct Dial Service, (Cont'd.)**

**3.5.3 Rate Plan C**

	DAY		EVENING		NIGHT/WKND	
	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute
All Mileage Bands	\$0.1500	\$0.1500	\$0.1500	\$0.1500	\$0.1500	\$0.1500

Monthly Service Charge

None

**3.5.4 Rate Plan D**

	7:00AM until 7:00PM		7:00PM until 7:00AM	
	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute
All Mileage Bands	\$0.1250	\$0.1250	\$0.0700	\$0.0700

Monthly Service Charge

\$4.95

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Oklahoma City, Oklahoma 73105



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

**3.6 UAT Calling Card Service**

UAT Calling Card Service is available to Customers in the State of Oklahoma. To access this service, the Customer dials a toll-free access number provided by the Company. Calls are processed by a live or automated Company operator. Each call is billed in whole minute increments after a minimum call duration of one minute. A per-call service charge applies to each completed call.

**3.6.1 Per Call Rates**

ALL TIMES OF DAY	
1 <sup>st</sup> Minute	Ea. Addl. Minute
\$0.2500	\$0.2500

**3.6.2 Per Call Pay Phone Surcharge**

**\$0.35**

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**SECTION 4 - MISCELLANEOUS SERVICES**

**4.1 Late Payment Charge**

A late fee of the greater of 1.5% or \$1.00 per month will be charged on any past due balance.

**4.2 Return Check Charge**

A return check charge of \$20.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this tariff and pursuant to South Dakota law and Commission regulations.

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**SECTION 5 - PROMOTIONS**

**5.1 Promotions - General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. The Company will provide thirty (30) days notification to the Commission of the availability and duration of such offers.

**5.2 Demonstration of Calls**

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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## SECTION 6 - CONTRACT SERVICES

### 6.1 General

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

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THE HELEIN LAW GROUP, P.C.

10557

VENDOR ID: SDPUBLICUT

CHECK NO: 00010557

DATE: 05/11/04

PAYEE: SD Public Utilities Commission MEMO:

ACCOUNT

AMOUNT

5200 Client Expenses

250.00

TC04-095

CHECK TOTAL: \*\*\*\*\*\$250.00

THE HELEIN LAW GROUP, P.C.

8180 GREENSBORO DRIVE SUITE 700  
McLEAN, VIRGINIA 22102

BB&T  
BRANCH BANKING AND  
TRUST COMPANY OF VIRGINIA

68-531/560

10557

00010557

PAY TWO HUNDRED FIFTY AND XX / 100 Dollars

DATE

AMOUNT

05/11/04

\*\*\*\*\*\$250.00

TO THE  
ORDER  
OF

SD Public Utilities Commission

*Rebecca Schneider*

AUTHORIZED SIGNATURE

MP

Security features. Details on back.

⑈010557⑈ ⑆056005318⑆5136293844⑈

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

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

<b>IN THE MATTER OF THE APPLICATION OF )</b>	<b>ORDER GRANTING</b>
<b>UNITED AMERICAN TECHNOLOGY, INC. FOR )</b>	<b>CERTIFICATE OF</b>
<b>A CERTIFICATE OF AUTHORITY TO PROVIDE )</b>	<b>AUTHORITY</b>
<b>INTEREXCHANGE TELECOMMUNICATIONS )</b>	
<b>SERVICES IN SOUTH DAKOTA )</b>	<b>TC04-095</b>

On May 12, 2004, the Public Utilities Commission (Commission), in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, received an application for a certificate of authority from United American Technology, Inc. (UAT).

UAT intends to offer resold long distance, toll-free 800/888/877/866 and travel card services to residential and small business customers in South Dakota. A proposed tariff was filed by UAT. The Commission has classified long distance service as fully competitive.

On May 13, 2004, the Commission electronically transmitted notice of the filing and the intervention deadline of May 28, 2004, to interested individuals and entities. No petitions to intervene or comments were filed and at its July 6, 2004, meeting, the Commission considered UAT's request for a certificate of authority. Commission Staff recommended granting a certificate of authority with an effective date of July 12, 2004, subject to the condition that UAT not offer any prepaid services (including prepaid calling cards) and not accept or require any deposits or advance payments without prior approval of the Commission.

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

ORDERED, that UAT's application for a certificate of authority to provide interexchange telecommunications services is hereby granted, effective July 12, 2004, subject to the condition that UAT not offer any prepaid services (including prepaid calling cards) and not accept or require any deposits or advance payments without prior approval of the Commission. It is

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

Dated at Pierre, South Dakota, this 15<sup>th</sup> day of July, 2004.

<b>CERTIFICATE OF SERVICE</b>	
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by first class mail, in properly addressed envelopes, with charges prepaid thereon.	
By:	<u>Delaine Kelbo</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

# SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

## *CERTIFICATE OF AUTHORITY*

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

Authority was Granted effective July 12, 2004  
Docket No. TC04-095

*This is to certify that*

### **UNITED AMERICAN TECHNOLOGY, INC.**

is authorized to provide interexchange telecommunications services in South Dakota, subject to the condition that it not offer any prepaid services (including prepaid calling cards) and not accept or require any deposits or advance payments without prior approval of the Commission.

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

Dated at Pierre, South Dakota, this 15<sup>th</sup> day of July, 2004.

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION:**



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

*Gary Hanson*  
\_\_\_\_\_  
GARY HANSON, Commissioner