



June 25, 2004

VIA EMAIL AND FIRST CLASS MAIL

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

RE: Cost Study for PrairieWave Telecommunications, Inc.

Dear Ms. Bonrud:

Attached hereto is PrairieWave Telecommunications, Inc. access cost study. This study was prepared in accordance with Commission rules and is submitted pursuant to ARSD ¶ 20:10:27:07. Certain material is deemed to be proprietary and confidential and has been so marked and protected.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "William P. Heaston", written over a horizontal line.

William P. Heaston
General Counsel

RECEIVED

JUN 29 2004

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

CONFIDENTIAL

/

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of June 24, 2004 through June 30, 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

TELECOMMUNICATIONS

TC04-110 **In the Matter of the Filing by Qwest Corporation of its Notice of Modification to the Statement of Generally Available Terms and Conditions (SGAT) Exhibit B, Notice of Qwest's Changes to its Performance Assurance Plan and Motion for Tier Designation, Volume Differentiated Benchmark and Measurement Stabilization Period for the Revised PID PO-20.**

On June 24, 2004, Qwest Corporation filed an updated Exhibit B to the Statement of Generally Available Terms and Conditions, which is the Performance Indicator Definitions, and a revised Performance Assurance Plan (PAP) to reflect changes from the Long Term PID Administration discussions as well as request determination regarding the tier designation, volume-differentiated benchmark, and measurement stabilization period related to the revised PID, PO-20 (Expanded) Manual Service Order Entry. Qwest Corporation requests that the Commission approve the PAP, as revised and modified, designate a tier for PO-20; establish a low-volume differentiated benchmark for PO-20, and allow PO-20 a measurement stabilization for no more than three months with the implementation of each phase, meaning that Qwest will make any required payments for PO-20 on the prior phase, but under Exhibit B-1 for Phase 1 implementation, until the expiration of the measurement stabilization period. Qwest requests that the Commission permit the amended Exhibit B to go into effect no later than 60 days after submission in accordance with 47 U.S.C. Section 252(f)(3) and, further, upon determination of the issues outlined above and upon a compliance filing by Qwest removing Exhibit B-1, supersede Exhibit B-1. In the interim, Qwest will report on the expanded PO-20 contained in Exhibit B; Qwest will also report and make payments on the existing PO-20 contained in Exhibit B-1 until such time as the Commission determines the appropriate tier designation, measurement stabilization period and whether a low volume differentiated benchmark should apply. Further, Qwest requests that, pursuant to Section 16 of PAP, the changes shall automatically apply to all existing interconnection agreements that currently contain Exhibit B and the PAP, Exhibit K as exhibits.

Staff Analyst: Harlan Best
Staff Attorney: Karen E. Cremer
Date Docketed: 06/24/04
Intervention Deadline: 07/16/04

TC04-111 **In the Matter of the Establishment of Switched Access Revenue Requirement for Venture Communications Cooperative, Inc.**

On June 25, 2004, Venture Communications Cooperative, Inc., Highmore, South Dakota, filed a switched access cost study developing a revenue requirement and minutes of use that are included in the revenue requirement and minutes of use used to determine the switched access rates for the Local Exchange Carriers Association.

Staff Analyst: Keith Senger
Staff Attorney: Karen Cremer
Date Docketed: 06/25/04
Intervention Deadline: 07/16/04

TC04-112 In the Matter of the Establishment of Switched Access Revenue Requirement for City of Brookings Municipal Telephone Department.

On June 25, 2004, City of Brookings Municipal Telephone Department filed a switched access cost study developing a revenue requirement and minutes of use that are included in the revenue requirement and minutes of use used to determine the switched access rates for the Local Exchange Carriers Association.

Staff Analyst: Harlan Best
Staff Attorney: Karen Cremer
Date Docketed: 06/25/04
Intervention Deadline: 07/16/04

TC04-113 In the Matter of the Filing for Approval of an Adoption Agreement between Qwest Corporation and Covista, Inc.

On June 28, 2004, the Commission received a filing for approval of an Agreement to Adopt Qwest Corporation's Statement of Generally Accepted Terms ("SGAT") and Associated Exhibits for the State of South Dakota between Covista, Inc. and Qwest Corporation. According to the parties, by entering into the Agreement "Covista chooses to adopt, in its entirety, the terms and conditions of Qwest Corporation's Statement of Generally Accepted Terms ("SGAT") and Associated Exhibits for the State of South Dakota." 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 July 19, 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: 06/28/04
Initial Comments Due: 07/19/04

TC04-114 In the Matter of the Establishment of Switched Access Revenue Requirement for Stockholm-Strandburg Telephone Company.

On June 29, 2004, Stockholm-Strandburg Telephone Co., Stockholm, South Dakota, filed a switched access cost study developing a revenue requirement and minutes of use that are included in the revenue requirement and minutes of use used to determine the switched access rates for the Local Exchange Carriers Association.

Staff Analyst: Harlan Best
Staff Attorney: Karen Cremer
Date Docketed: 06/29/04
Intervention Deadline: 07/16/04

TC04-115 In the Matter of the Establishment of Switched Access Rates for PrairieWave Telecommunications, Inc.

On June 29, 2004, PrairieWave Telecommunications, Inc., Sioux Falls, South Dakota, filed a switched access cost study pursuant to the rules established by the Commission.

Staff Analyst: Harlan Best
Staff Attorney: Karen E. Cremer
Date Filed: 06/29/04
Intervention Deadline: 07/16/04

TC04-116 In the Matter of the Establishment of Switched Access Revenue Requirement for Santel Communications Cooperative, Inc.

On June 30, 2004, Santel Communications Cooperative, Inc., Woonsocket, South Dakota, filed a switched access cost study developing a revenue requirement and minutes of use that are included in the revenue requirement and minutes of use used to determine the switched access rates for the Local Exchange Carriers Association.

Staff Analyst: Harlan Best
Staff Attorney: Karen E. Cremer
Date Docketed: 06/30/04
Intervention Deadline: 07/16/04

TC04-117 In the Matter of the Establishment of Switched Access Revenue Requirement for James Valley Cooperative Telephone Company.

On June 30, 2004, James Valley Cooperative Telephone Company, Groton, South Dakota, filed a switched access cost study developing a revenue requirement and minutes of use that are included in the revenue requirement and minutes of use used to determine the switched access rates for the Local Exchange Carriers Association.

Staff Analyst: Harlan Best
Staff Attorney: Karen E. Cremer
Date Docketed: 06/30/04
Intervention Deadline: 07/16/04

TC04-118 In the Matter of the Establishment of Switched Access Revenue Requirement for Kennebec Telephone Company.

On June 30, 2004, Kennebec Telephone Company, Kennebec, South Dakota, filed a switched access cost study developing a revenue requirement and minutes of use that are included in the revenue requirement and minutes of use used to determine the switched access rates for the Local Exchange Carriers Association.

Staff Analyst: Harlan Best
Staff Attorney: Karen E. Cremer
Date Docketed: 06/30/04
Intervention Deadline: 07/16/04

TC04-119 In the Matter of the Establishment of Switched Access Rates for the Local Exchange Carriers Association.

On June 30, 2004, the Local Exchange Carriers Association (LECA) filed revised switched access tariff pages. The purpose of these revisions is to implement changes in rates as necessitated by revisions in member companies' revenue requirements and access minutes of use. LECA requests that the revised rates be effective August 1, 2004.

Staff Analyst: Harlan Best
Staff Attorney: Karen E. Cremer
Date Docketed: 06/30/04
Intervention Deadline: 07/16/04

Kolbo, Delaine

From: Rislov, Greg
Sent: Wednesday, August 11, 2004 10:04 AM
To: Best, Harlan; Senger, Keith; Cremer, Karen
Cc: Smith, John (PUC); Wiest, Rolayne; Kolbo, Delaine
Subject: SWAC04-kc.doc

August 11, 2004

Karen Cremer
Staff Attorney
South Dakota Public Utilities Commission
500 E. Capitol
Pierre, SD 57501

RE: Independent Telecommunications Companies Switched Access Dockets

Dear Ms. Cremer:

In 2003, in accordance with SDCL 49-31 and ARSD 20:10:27, filings were made by South Dakota telecommunications carriers and the Local Exchange Carriers Association to reflect and support changes in switched access rates.

In each docket Commission staff has or will request additional material necessary to evaluate the appropriateness of the filings. Commission advisory staff is, with this letter, requesting Commission staff to provide one copy of the material, which is also termed "Responses to Staff Data Requests," to me as a representative of the Commission advisory staff.

I would also request that staff forward a copy of this request to the appropriate consultants

Sincerely,

Greg Rislov,
Commission Advisor

xc: John Smith, Commission Counsel
Rolayne Wiest, Commission Counsel
Harlan Best, Commission Staff
Keith Senger, Commissioner Staff



Bob Sahr, Chair
Gary Hanson, Vice-Chair
Jim Burg, Commissioner

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

500 East Capitol Avenue
Pierre, South Dakota 57501-5070
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(605) 773-3809 fax

Transportation/Warehouse
(605) 773-5280
(605) 773-3225 fax

Consumer Hotline
1-800-332-1782

August 12, 2004

Greg Rislov
Commission Advisor
South Dakota Public Utilities Commission
500 E. Capitol
Pierre, SD 57501

RE: 2003 Switched Access Dockets

Dear Mr. Rislov:

Enclosed please find a copy of the responses Staff has received in the above-referenced dockets. These copies are provided to you pursuant to your email dated August 11, 2004, requesting such documents. Should you require any further information, please do not hesitate to contact me.

Sincerely,

Karen E. Cremer
Staff Attorney

cc: Harlan Best
Keith Senger
Parties of record

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

IN THE MATTER OF THE ESTABLISHMENT) ORDER ASSESSING FILING
OF SWITCHED ACCESS RATES FOR) FEE
PRAIRIEWAVE TELECOMMUNICATIONS, INC.)
) TC04-115

On June 29, 2004, PrairieWave Telecommunications, Inc. (PrairieWave) filed for approval by the Public Utilities Commission (Commission) its 2003 Intrastate Switched Access Cost Study.

On July 1, 2004, the Commission electronically transmitted notice of the filing and the intervention deadline of July 16, 2004, to interested individuals and entities.

SDCL 49-31-12.6 authorizes the Commission to require a deposit of up to one hundred thousand dollars (\$100,000) in the South Dakota Public Utilities Commission's (SDPUC) regulatory assessment fee fund to defray Commission expenses incident to analyzing and ruling upon this type of filing.

The Commission has jurisdiction over this matter pursuant to SDCL 1-26-17.1, 49-1A-9, 49-31-12.6, 49-31-18, 49-31-19 and ARSD 20:10:01:15.02, 20:10:01:15.05, 20:10:27:07 and 20:10:27:08.

On August 17, 2004, at its regularly scheduled meeting, the Commission, pursuant to SDCL 49-31-12.6, unanimously voted to assess PrairieWave a \$1,000 filing fee, subject to additional amounts as requested by the Executive Director up to the statutory limit of \$100,000. It is therefore

ORDERED, that PrairieWave shall deposit an initial assessment of \$1,000 in the SDPUC regulatory assessment fee fund and shall deposit any additional amounts as requested by the Executive Director up to the statutory limit of \$100,000.

Dated at Pierre, South Dakota, this 26th day of August, 2004.

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| 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 Kalbo</u> |
| Date: <u>8/27/04</u> |
| (OFFICIAL SEAL) |

BY ORDER OF THE COMMISSION:

Robert K. Sahr
ROBERT K. SAHR, Chairman

Gary Hanson
GARY HANSON, Commissioner



Bob Sahr, Chair
Gary Hanson, Vice-Chair
Jim Burg, Commissioner

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

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MEMORANDUM TO COMMISSIONERS SAHR, HANSON AND BURG

FROM: Harlan Best, Utility Analyst

RE: PrairieWave Telecommunications, Inc., Sioux Falls, SD
Switched Access Revenue Requirement, TC04-115

DATE: December 13, 2004

PrairieWave Telecommunications, Inc. (PrairieWave) filed an Intrastate Switched Access Cost Study pursuant to ARSD Chapters 20:10:27 to 20:10:29, inclusive, on June 29, 2004, based on the twelve months ended December 31, 2003. The cost study submitted by PrairieWave developed a revenue requirement of \$2,459,175. PrairieWave's intrastate access minutes of use for 2003 were 36,620,123. PrairieWave is a competitive local exchange carrier (CLEC) and is not a member of the Local Exchange Carrier Association (LECA). PrairieWave maintains and accounts for its costs in the same manner as an incumbent local exchange carrier (ILEC) using the same FCC Uniform System of Accounts. Neither PrairieWave nor Staff are aware of any other similarly situated CLEC.

On July 1, 2004, the Commission electronically transmitted notice of the filing and the intervention deadline of July 16, 2004, to interested individuals and entities. No parties filed to intervene. On August 17, 2004, the Commission voted to assess PrairieWave a \$1000 filing fee, subject to additional amounts as requested by the Executive Director up to the statutory limit of \$100,000. (Any questions regarding the amount expended should be addressed to Heather Forney.)

Staff has reviewed the cost study filed by PrairieWave, sent data requests, and reviewed the responses submitted by PrairieWave. Based on Staff's review and the data responses the cost study submitted by PrairieWave should be modified to update the Department of Revenue's Gross Receipts Tax percentage to 4%, to correct DEM weighted to two as required by ARSD 20:10:28:35, to include Materials and Supplies, to include Private Line loop counts, to assign cable and wire facilities investment to the appropriate category, to reduce Service Expense by \$19,607 to remove a double counting of an expense, to assign NECA expense to the interstate jurisdiction, to allocate Customer Service Expense on the same basis as that used in the PrairieWave Community Telephone switched access cost docket (TC04-097), to reclassify Telecommunications Relay Service Fee to Customer Service Expense rather than Access Expense, to directly assign the FCC Regulatory Fee to the interstate jurisdiction, to reduce General and Administrative Expense by \$515,661 as the amount was included twice, to amortize Cost Study Expense over three years, and to directly assign Distance Learning Expense to the local jurisdiction.

The above adjustments increase the revenue requirement of PrairieWave to \$2,512,815. This revenue requirement is acceptable to PrairieWave.

Respectively submitted by Harlan Best

cc William Heaston, General Counsel for PrairieWave

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

**IN THE MATTER OF THE ESTABLISHMENT) ORDER APPROVING
OF SWITCHED ACCESS RATES FOR) SWITCHED ACCESS RATES
PRAIRIEWAVE TELECOMMUNICATIONS, INC.) TC04-115**

On June 29, 2004, PrairieWave Telecommunications, Inc. (PrairieWave) filed a switched access cost study pursuant to the rules established by the Commission.

On July 1, 2004, the Commission electronically transmitted notice of the filing and the intervention deadline of July 16, 2004, to interested individuals and entities. No comments or petitions to intervene were filed. The Commission considered this matter at its December 28, 2004, meeting. Commission Staff recommended approval.

The Commission has jurisdiction over this matter pursuant to SDCL 1-26-17.1, 49-31-12.4, 49-31-12.6, 49-31-18, 49-31-19 and ARSD 20:10:01:15.02, 20:10:01:15.05, 20:10:27:07, 20:10:27:08, 20:10:27:11 and 20:10:27:12. Upon review of PrairieWave's filing, the Commission found that the revised switched access rates were fair and reasonable and should be approved. As the Commission's final decision in this matter, it is therefore

ORDERED, that PrairieWave's revised switched access rates are hereby approved, effective as of the date of this order.

Dated at Pierre, South Dakota, this 29th day of December, 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 Kolbo</u> |
| Date: <u>12/29/04</u> |
| (OFFICIAL SEAL) |

BY ORDER OF THE COMMISSION:

Robert K. Sahr
ROBERT K. SAHR, Chairman

Gary Hanson
GARY HANSON, Commissioner

James A. Burg
JAMES A. BURG, Commissioner



December 30, 2004

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JAN 03 2005

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Ms. Pam Bonrud, Executive Secretary
South Dakota Public Utilities Commission
State Capitol, 500 E. Capitol
Pierre, SD 57501-5070

Re: Complete replacement of CLEC intrastate access tariff currently on file which was originally known as McLeodUSA Telecom Development, Inc. and replaced with the new PrairieWave Telecommunications, Inc. Intrastate Switched Access Tariff

Dear Ms. Bonrud:

Enclosed is an original and ten copies of the new Intrastate Switched Access Tariff No. 1 for PrairieWave Telecommunications, Inc. submitted for Commission approval consistent with SDCL 49-31-19. PrairieWave has requested an effective date of December 29, 2004. This is the date the switched access rates were approved by the Commission as a result of the switched access cost study filed by PrairieWave Telecommunications, Inc., TC04-115. This tariff is intended to replace the Switched Access Tariff currently on file which was originally filed by McLeodUSA Telecom Development, Inc., with an effective date of April 1, 2002.

If you have any questions, please contact me at 605-965-9368 or William Heaston at 605-965-9894. Thank you in advance for your consideration of this request.

Very truly yours,

A handwritten signature in cursive script that reads "Dawn Haase".

Dawn Haase
Legal Assistant

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
GOVERNING THE PROVISION OF ACCESS SERVICES
FOR CONNECTION TO INTRASTATE COMMUNICATIONS FACILITIES
IN THE STATE OF SOUTH DAKOTA

CHECK SHEET

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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 a changed regulation or rate structure.
- D To signify discontinued material.
- I To signify an 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.
- Z To signify a correction.

ISSUED: December 30, 2004

EFFECTIVE: December 29, 2004

Issued By:

PrairieWave Telecommunications, Inc.
5100 S Broadband Lane
Sioux Falls, SD 57108

APPLICATION

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 PrairieWave Telecommunications, Inc.

ISSUED: December 30, 2004

EFFECTIVE: December 29, 2004

Issued By:

PrairieWave Telecommunications, Inc.
5100 S Broadband Lane
Sioux Falls, SD 57108

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.

Common Carrier

Denotes any certificated individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate communication by wire or radio, between two or more exchanges.

Company or PrairieWave Telecommunications, Inc.

PrairieWave Telecommunications, Inc., the issuer of this tariff.

Customer

The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

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 an NPA-NXX code as listed in 2.8.2(A) following.

End User

A person or entity that subscribes to any Company Exchange Access Service offered under the Company's Local Exchange Access tariffs, and that has been assigned one or more telephone number(s) within a central office code (NPA-NXX) directly assigned to the Company.

Exchange Telephone Company

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

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 intrastate calls.

ISSUED: December 30, 2004

EFFECTIVE: December 29, 2004

Issued By:

PrairieWave Telecommunications, Inc.
5100 S Broadband Lane
Sioux Falls, SD 57108

DEFINITIONS

LATA

A Local Access and Transport Area is a geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4.

Recurring Charges

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

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 request for access services, either written or electronic, executed by the Customer and the Company in the format devised by the Company. Such a request for service by the customer and the acceptance of the request 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. Should a Customer use the Company's access service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Serving Wire Center

The wire center from which the customer designated premises would normally obtain dial tone from the Company.

Shared

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

User

A Customer or any other person authorized by the Customer to use service provided under this tariff.

Wire Center

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

ISSUED: December 30, 2004

EFFECTIVE: December 29, 2004

Issued By:

PrairieWave Telecommunications, Inc.
5100 S Broadband Lane
Sioux Falls, SD 57108

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.

REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

- (A) Except as otherwise stated in this Tariff, the liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.7. The extension of such allowances for interruption shall be the sole remedy of the customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer as a result of any Company service, equipment or facilities, or any acts or omissions or negligence of the Company's employees or agents.
- (B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: Acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- (C) The Company shall not be liable for (a) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with Network Services; or (b) for the acts or omissions of common carriers or warehousemen.
- (D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of equipment or facilities provided by the Customer or third parties.

REGULATIONS2.1 Undertaking of the Company (Contd.)2.1.4 Liability of the Company (Cont'd)

- (E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4(E) as a condition precedent to such installations.
- (F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees.
- (G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- (H) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services in the month in which the event giving rise to the liability occurred. No action or proceeding against the Company shall be commenced more than one year after the event giving rise to the liability occurred.
- (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.

ISSUED: December 30, 2004

EFFECTIVE: December 29, 2004

Issued By:

PrairieWave Telecommunications, Inc.
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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.5 Claims

The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims of libel, slander, or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or end users of the Customer relating to the use of the Company's services or facilities.

2.1.6 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.

2.1.7 Ownership of Facilities

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

REGULATIONS

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.

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

The Customer will be liable for damages to the facilities of the Company caused by negligence or willful acts of its offices, employees, agents or contractors of the Customer where such negligence is not the direct result of the Company's negligence.

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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

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to two months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.5.2 Deposits

(A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- (1) two month's charges for a service or facility which has a minimum payment period of one month; or
- (2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

(B) A deposit may be required in addition to an advance payment.

(C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.

(D) Deposits held will accrue interest without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

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REGULATIONS

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.

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 prorate 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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2.6 Payment Arrangements (Cont'd)

2.6.2 Billing and Collection of Charges (Cont'd)

- (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:
 - (a) a rate of 0.000493 per day, compounded daily; or
 - (b) the highest interest rate which may be applied under state law for commercial transactions.
- (F) The Customer will be assessed a charge of fifteen dollars (\$15.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- (G) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.
- (H) If service is disconnected by the Company in accordance with Section 2.6.3 following and later restored, restoration of service will be subject to all applicable installation charges.

2.6.3 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.

REGULATIONS2.6 Payment Arrangements (Cont'd)2.6.3 Discontinuance of Service for Cause (Cont'd)

- (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 2.6.3(A) or 2.6.3(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.

2.6.4 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.

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REGULATIONS2.6 Payment Arrangements (Cont'd)2.6.5 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 3.1.1.2 following, Access Order Modifications.

2.7 Allowance for Interruptions in Service

Except as set forth in 2.1.4(B) preceding and 2.7.2 following, interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.7.1 for the part of the service that the interruption affects.

2.7.1 Credit for Interruptions

- (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- (B) For calculating credit allowances, every month is considered to have 30 days. 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.
- (C) Credit allowances shall be made as follows:
- (1) For Switched Access Service, no credit shall be allowed for an interruption of less than 24 hours. The customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of the minimum monthly usage charge for each period of 24 hours or major fraction thereof that the interruption continues. However, no credit allowance will be given when the actual usage charge exceeds the minimum monthly usage charge in any one monthly billing period.

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2.7 Allowances for Interruptions in Services (Cont'd)

2.7.2 Limitations on Allowances

No credit allowance will be made for:

- (A) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- (B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (C) interruptions due to the failure or malfunction of non-Company equipment;
- (D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (F) interruptions of service 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; or
- (G) interruption of service due to circumstances or causes beyond the control of Company.

2.8 Application of Rates

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

2.8.1 Charges Based on Duration of Use

Customer traffic to end offices will be measured by the Company at end office switches. Originating and terminating calls will be measured by the Company to determine the basis for computing chargeable access minutes.

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REGULATIONS

2.8 Application of Rates (cont'd)

2.8.1 Charges Based on Duration of Use (cont'd)

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.

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.

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.

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.

Access minutes or fractions thereof are accumulated over the billing period for each end office and are then rounded up to the nearest access minute for each end office.

2.8.2 Rates Based Upon Distance

Where the charges for service are specified based upon distance, the following rules apply:

(A) Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number).

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SERVICE AND RATE DESCRIPTIONS3.1 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 (or a collocated interconnection location) and an end user's premises. It provides for the use of common terminating, switching and trunking 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.

FGD Access, which is available to all Customers, provides trunk side access to Company end office switches with an associated uniform or 101 XXXX access code 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 all 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 prefixes associated with toll free calls, such as "800" or "888".

3.1.1 Access Service Order

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:

- (A) 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.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (cont'd)

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.

- (B) 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.

3.1.1.1 Access Order Service Date

The Company shall make available to all customers within a reasonable time of a request a schedule of applicable service dates and any associated relevant information. The schedule shall specify the applicable service date for services and the quantities of services that can be provided in the applicable service date.

The Company will not accept orders for service dates which exceed the applicable service date by more than six months.

Access Services will be installed during Company business days. If a customer requests that installation be done outside of scheduled work hours, and the Company agrees to this request, the Company in advance of expediting an order will provide the customer an estimate of the anticipated charges calculated at an overtime rate determined by the Company. In no event will the actual charges incurred be greater than 10% above the estimate.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

3.1.1.2 Access Order Modifications

The Customer may request a modification of its Access Order prior to the service date. The Company will make every effort to accommodate a requested modification.

Any increase in the number of Switched Access Service lines, trunks or busy hour minutes of capacity or CCSA signaling connections will be treated as a new Access Order (for the increased amount only).

3.1.1.3 Cancellation of an Access Order

(A) 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 cancelled. 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 cancelled and charges set forth in (B) 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.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

3.1.1.3 Cancellation of an Access Order (Cont'd)

- (B) When a customer cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows:
- (1) Installation of Switched Access Service facilities is considered to have started when the Company incurs any cost in connection therewith or in preparation thereof which would not otherwise have been incurred.
 - (2) Where the customer cancels an Access Order prior to the start of installation of access facilities, no charges shall apply.
 - (3) Where installation of access facilities has been started prior to the cancellation, the charges specified in (a) or (b) following, whichever is lower, shall apply.
 - (a) A charge equal to the cost incurred in such installation, less estimated net salvage. Such charge is determined as detailed in (4) following.
 - (b) The charge for the minimum period of Switched Access Service ordered by the customer.

These charges also apply to that portion of facilities cancelled in the case of a partial cancellation, i.e., in the case of a customer requesting a reduction of the number of lines, trunks, or BHMCs ordered.

- (4) Charges applicable as specified in (3)(a) preceding include the non-recoverable cost of equipment and material ordered, plus the non-recoverable cost of installation and removal including the costs of engineering, labor, supervision, transportation, rights-of-way and other associated costs.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

3.1.1.4 Minimum Period

- (A) Unless otherwise specified, the minimum period for which Access Service is provided and for which charges are applicable, is one month.
- (B) 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.

- (1) A move to a different building.
- (2) A change in type of service.
- (3) A change in Switched Access Service traffic type.
- (4) A change in Company-provided Switched Access Service to a Collocated Interconnection arrangement or vice versa.

3.1.1.5 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.

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SERVICE AND RATE DESCRIPTIONS3.1 Access Services (Cont'd)3.1.1 Access Service Order (Cont'd)3.1.1.6 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

A Local Transport nonrecurring installation charge will be applied at the serving wire center for each Entrance Facility installed.

(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. A nonrecurring charge 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.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

3.1.1.7 Network Blocking Charge

The Customer will be notified by the Company to increase its capability (busy hour minutes of capacity or quantities of trunks) when excessive trunk group blocking occurs on groups carrying Feature Group D traffic and the measured access minutes for that hour exceed the capacity purchased.

If the order for additional capacity has not been received by the Company within 15 days of the notification, the Company will bill the Customer, for each overflow in excess of ordered capacity.

3.1.2 Standard Rate Categories

The following rate categories apply to all forms of Switched Access Service, except as stated in 3.1.3:

- Carrier Common Line
- Local Transport
- Local Switching

(A) Carrier Common Line

Carrier Common Line Access Service provides for the use of Company common lines by customers for access to End Users to furnish intrastate communications service.

Carrier Common Line Access is provided where the customer obtains Company Switched Access Service under this Tariff.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (Cont'd)

3.1.2 Standard Rate Categories (Cont'd)

(B) Local Transport

The Local Transport rate category provides for transmission facilities between the Customer's premises or collocated interconnection location and the Company's end office switch(es) where the Customer's traffic is switched to originate or terminate its communications.

The Company will provide Direct Trunked Transport between a Customer's premises and the Company's end office switch(es) upon request. At the Customer's option, Entrance Facility and Direct Trunked Transport may be provided by the Company, by the Customer, or by another carrier. If Direct Trunk Transport facilities are terminated at a Company end office switch location by a Customer, or by another carrier on behalf of a Customer, Entrance Facility Termination charges will apply, but no other Local Transport elements will be charged.

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 Customer identification and delivery function. The call is forwarded to the appropriate Customer based on the dialed Toll Free number.

RATES4.1 Access Service

The rates in this section apply in the absence of an agreement with the other carrier regarding applicable rates.

| | | |
|-------|--------------------------|-------------------------|
| 4.1.1 | <u>Entrance Facility</u> | <u>Per Month</u> |
| | Voice Grade | \$ 17.40 |
| | DS1 | \$150.00 |
| | DS3 | \$934.50 |
| 4.1.2 | <u>Access Rates</u> | <u>Per MOU</u> |
| | Local Transport | \$.020870 |
| | Local Switching | \$.023367 |
| | Carrier Common Line | \$.024384 |
| | Data Base Query | <u>Per Query</u> |
| | Basic | \$.0080 |
| | Vertical | \$.0084 |
| | Network Blocking Charge | <u>Per Call Blocked</u> |
| | | \$.0124 |
| | Multiplexing | <u>Per Arrangement</u> |
| | -DS3 to DS1 | \$474.31 |
| | -DS1 to Voice | \$183.12 |

Any element not covered by the above tariff charges will be handled on an Individual Case Basis (ICB).

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