

In the Matter of IN THE MATTER OF THE APPLICATION OF NATIONWIDE PROFESSIONAL TELESERVICES, LLC FOR A CERTIFICATE OF AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICES IN SOUTH DAKOTA

Public Utilities Commission of the State of South Dakota

Table with 2 columns: DATE, MEMORANDA. Includes handwritten entries: 11/10 04 Filed and Docketed; 11/12 04 Weekly Filings; 12/9 04 Letter withdrawing application; 12/17 04 Order Permitting withdrawal of application and Closing Docket; 12/17 04 Docket closed.



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32790-0200

Tel: 407-740-8575
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tmi@tminc.com

November 9, 2004
Via Overnight Delivery

Ms. Pamela Bonrud
Executive Director
South Dakota Public Utilities Commission
Capitol Building, 1st Floor
500 East Capitol
Pierre, South Dakota 57501-5070

RECEIVED
NOV 10 2004
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Re: Registration and Proposed Tariff -Nationwide Professional Teleservices, LLC

Dear Ms. Bonrud:

Enclosed are the original and ten (10) copies of the registration and proposed tariff of Nationwide Professional Teleservices, LLC. A check in the amount of \$250.00 is attached for payment of the filing fee.

Please acknowledge receipt of this filing by returning, date-stamped, the extra copy of this cover letter in the stamped self-addressed envelope which is provided for that purpose.

Questions regarding this filing may be directed to me at (407) 740-8575. Thank you for your assistance in this matter.

Sincerely,

Monique Byrnes
Consultant to Nationwide Professional Teleservices, LLC

Enclosures
MB/sbm

cc: Sheri Lutich - Nationwide Pro Tel
file: Nationwide Pro Tel - SD
tms: SDi0400

NOV 10 2004

BEFORE THE SOUTH DAKOTA PUBLIC SERVICE COMMISSION

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSIONREGISTRATION OF
NATIONWIDE PROFESSIONAL TELESERVICES, LLC

Pursuant to Rule 20:10:24:02 of the Commission's Telecommunications Services Rules, Nationwide Professional Teleservices, LLC ("Nationwide Pro Tel") submits the following registration information:

1. The name, address and telephone number of the Applicant.

Nationwide Professional Teleservices, LLC
14001 63rd Way
Clearwater, Florida 33760
Telephone: (800) 796-2502
Facsimile: (727) 536-8368
Toll Free Customer Service: (877) 819-3025

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

The Applicant will provide services under the name shown in Question 1.

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.

- (i) Nationwide Professional Teleservices, LLC is a limited liability company organized under the laws of the State of Florida on August 5, 2004.
- (ii) A copy of the Applicant's certificate of authority to transact business in South Dakota from the Secretary of State is included as Attachment I to the application.

3. If the Applicant is a corporation (continued):

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

(i) Nationwide Professional Teleservices, LLC has no principal office in South Dakota.

(ii) The name and address of Applicant's current registered agent is:

Person Enterprises
819 West 3rd
Pierre, SD, SD 57501

(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.

Sheri Lutich
14001 63rd Way
Clearwater, FL 33760

Scott G. Roix
14001 63rd Way
Clearwater, FL 33760

Ownership: 80%
President/Director

Ownership: 20%
Vice President/Director

4. If the Applicant is a partnership, the name, title and business address of each partner, both general and limited.

Not applicable.

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

Applicant is a switchless, non-facilities-based interexchange resale carrier providing interexchange telecommunications services to residential customers. Applicant proposes offering these services throughout the state of South Dakota. All network services are provided by Applicant's underlying carrier.

Services are provided to residential customers. Applicant proposes to offer Intrastate long distance in conjunction with the Company's interstate service. Service is provided twenty-four (24) hours per day, 7 days a week.

6. A detailed statement of the means by which the Applicant will provide its services, including the type and quantity of equipment to be used in the operation, the capacity, and the expected used of the equipment.

Nationwide Pro Tel will provide unlimited number of intrastate and interstate toll calls for a flat rate per month. Calls are placed via a toll free access number. Service will be provided twenty-four (24) hours per day, seven (7) days a week.

Customers will not receive monthly bills. Customers provide the Company with banking information and the flat monthly charge is deducted monthly from the customer's bank account. The service provided by the carrier is access code dialing only (not presubscribed service). Customers will receive information from the company on how to use the service. This package will contain the company's toll free number.

Nationwide Pro Tel's long distance operations in South Dakota will be provided as a telecommunications reseller. Calls will originate and terminate over the facilities of other carriers. Nationwide Pro Tel utilizes the network of its certificated underlying carrier, Qwest, who has been selected for the best combination of quality and price. The underlying carrier transports the calls to its switch and terminates calls over its own terminating network (feature group D or leased facilities).

Nationwide Pro Tel has no plans to construct switching or transmission facilities in South Dakota.

7. The geographic areas in which the services are, or will be, offered, including a map describing the service boundaries.

Nationwide Professional Teleservices, LLC intends to offer its services statewide in the State of South Dakota.

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

- (i) Nationwide Professional Teleservices, LLC is a start-up Company, organized August 5, 2004, and is not operating at this time. The Company submits its Balance Sheet, as proof of its financial stability for the provision of service within South Dakota as Attachment II to this application.
- (ii) The Company does not prepare an Annual Report.
- (iii) The Company does not prepare a report to stockholders.
- (iv) The Company is providing its proposed tariff, containing the terms and conditions of service, as Attachment III to this application.

9. The names, addresses, telephone number, fax number, Email 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.

(i) For complaints and on-going regulatory issues:

For regulatory matters:

Sheri Lutich, President

Nationwide Professional Teleservices, LLC

14001 63rd Way

Clearwater, Florida 33760

Telephone: (800) 796-2502

Facsimile: (727) 536-8368

Email Address – regulatory matters: slutich@professionalteleservices.com

For complaint matters:

Brian Hild, Customer Service Manager

Nationwide Professional Teleservices, LLC

14001 63rd Way

Clearwater, Florida 33760

Toll Free Customer Service: (877) 819-3025

Email Address – complaints customerservice@professionalteleservices.com

(ii) Customers will not receive monthly bills. Customers provide the Company with banking information and the flat monthly charge is deducted monthly from the customer's bank account. The service provided by the carrier is access code dialing only (not presubscribed service). Customers will receive information from the company on how to use the service..

10. A list of states in which the Applicant is registered or certificated 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.

- (i) Nationwide Professional Teleservices, LLC is in the process of filing applications nationwide within the next 30 days.
- (ii) The Applicant has not been denied registration or certification in any state,
- (iii) The Applicant is in good standing with the appropriate regulatory agency in the states where it is registered or certified.

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.

- (i) Nationwide Pro Tel proposes to market via outbound telemarketing calls. The Company targets residential customers.
- (ii) The Applicant does not engage in any multilevel marketing.
- (iii) The Company does not use brochures to assist in the sale of services.

12. Cost Support for rates shown in the Company's tariff for all noncompetitive or emerging competitive services.

Cost Support for rates are included in Attachment IV to this Application.

13. Federal Tax Identification Number.

The Applicant's Federal Tax Identification number is 20-1469986.

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

Nationwide Professional Teleservices, LLC has never received a complaint in any state or at federal regulatory commission for the unauthorized switching of a 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.

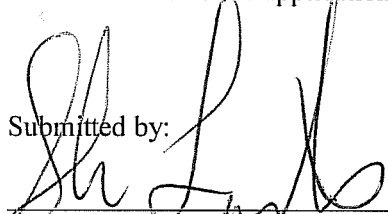
The Company is not requesting any waiver.

16. Other information requested by the commission needed to demonstrate that the Applicant has sufficient technical 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.

Nationwide Professional Teleservices, LLC possesses the technical and managerial ability to provide service within the state. As a reseller, the Applicant relies on the technical reputation and support of its underlying carriers, Qwest. Additionally, Nationwide Professional Teleservices, LLC's in-house management team is well-qualified to oversee the operations of a telecommunications carrier. Resumes of key personnel are included in Attachment V to the application.

Submitted by:

By:



Sheri Lutich, President

Nationwide Professional Teleservices, LLC

ATTACHMENT I

**CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN
SOUTH DAKOTA FROM SECRETARY OF STATE**

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

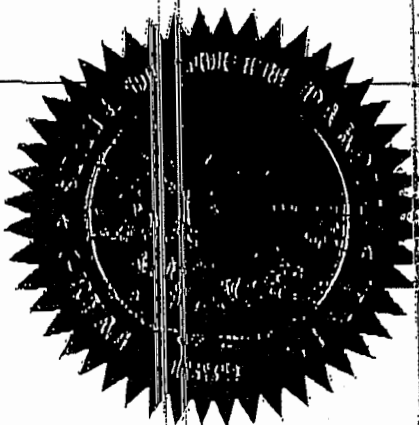
Certificate of Authority Limited Liability Company

ORGANIZATIONAL ID #: FL002089

I, **Chris Nelson**, Secretary of State of the State of South Dakota, hereby certify that duplicate of the Application for a Certificate of Authority of **NATIONWIDE PROFESSIONAL TELESERVICES, LLC (FL)** to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Limited Liability Company Act, 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 for certificate of authority.

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 September 3, 2004.



Chris Nelson

Chris Nelson
Secretary of State

CertAuthLLC Merge.doc

ATTACHMENT II

FINANCIAL STATEMENTS

Nationwide Professional Tele LLC
Balance Sheet
September 30, 2004

ASSETS

Current Assets		
Cash in Bank-Amsouth	\$	25,100.00
		<hr/>
Total Current Assets		25,100.00
Property and Equipment		
Computer Equipment		53,369.15
		<hr/>
Total Property and Equipment		53,369.15
Other Assets		
		<hr/>
Total Other Assets		0.00
		<hr/>
Total Assets	\$	<u>78,469.15</u>

LIABILITIES AND CAPITAL

Current Liabilities		
Loan Payable Prof Teleservices	\$	78,469.15
		<hr/>
Total Current Liabilities		78,469.15
Long-Term Liabilities		
		<hr/>
Total Long-Term Liabilities		0.00
		<hr/>
Total Liabilities		78,469.15
Capital		
Net Income		0.00
		<hr/>
Total Capital		0.00
		<hr/>
Total Liabilities & Capital	\$	<u>78,469.15</u>

ATTACHMENT III

TARIFF

SOUTH DAKOTA

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

NATIONWIDE PROFESSIONAL TELESERVICES, LLC

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange telecommunications services provided by Nationwide Professional Teleservices, LLC within the State of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission. Copies may be inspected during normal business hours at the Company's principal place of business.

ISSUED:

EFFECTIVE:

ISSUED BY:

Sheri Lutich, President
14001 63rd Way
Clearwater, Florida 37760

SDi0400

CHECK PAGE

Pages, as listed below, are effective as of the date shown at the bottom of the respective page(s). 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.

PAGE	REVISION		PAGE	REVISION	
1	Original	*	22	Original	*
2	Original	*	23	Original	*
3	Original	*	24	Original	*
4	Original	*	25	Original	*
5	Original	*	26	Original	*
6	Original	*	27	Original	*
7	Original	*			
8	Original	*			
9	Original	*			
10	Original	*			
11	Original	*			
12	Original	*			
13	Original	*			
14	Original	*			
15	Original	*			
16	Original	*			
17	Original	*			
18	Original	*			
19	Original	*			
20	Original	*			
21	Original	*			

* - indicates those pages included with this filing.

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Sheri Lutich, President
14001 63rd Way
Clearwater, Florida 37760

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Sheri Lutich, President
14001 63rd Way
Clearwater, Florida 37760

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SYMBOLS

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

- (C) - Shall signify a changed listing, rule, or condition which may affect rates or charges.
- (D) - Shall signify a discontinued material, including any listing, rate, rule or condition.
- (I) - Shall signify an increase in rate.
- (L) - Shall signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) - Shall signify new material including a listing, rate, rule or condition.
- (R) - Shall signify a reduction in the rate.
- (T) - Shall signify a change in the wording of text with no change in the rate, rule, or condition.

ISSUED:

EFFECTIVE:

ISSUED BY:

Sheri Lutich, President
14001 63rd Way
Clearwater, Florida 37760

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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 pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 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 page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.

C. Paragraph Numbering Sequence - There are nine 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.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

D. Check Sheet - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages 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 page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

ISSUED:

EFFECTIVE:

ISSUED BY:

Sheri Lutich, President
14001 63rd Way
Clearwater, Florida 37760

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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 to residential customers within the State of South Dakota by Nationwide Professional Teleservices, LLC, subject to the jurisdiction of the South Dakota Public Service Commission..

ISSUED:

EFFECTIVE:

ISSUED BY:

Sheri Lutich, President
14001 63rd Way
Clearwater, Florida 37760

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SECTION 1 - TERMS AND ABBREVIATIONS

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

Authorized User - A person, firm, partnership, corporation or other entity who is authorized by the Customer to be connected to and utilize the Carrier's services under the terms and regulations of this tariff.

Commission - Refers to the South Dakota Public Utilities Commission.

Company or Carrier - Nationwide Professional Teleservices, LLC unless otherwise clearly indicated by the context.

Customer - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

ISSUED:

EFFECTIVE:

ISSUED BY:

Sheri Lutich, President
14001 63rd Way
Clearwater, Florida 37760

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

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Equal Access - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, Customers can presubscribe their telephone line(s) to their preferred interexchange carrier.

LATA - Local Area of Transport and Access.

LEC - Local Exchange Company.

Nationwide Pro Tel - Used throughout this tariff to refer to Nationwide Professional Teleservices, LLC.

Personal Identification Number (PIN) - See Authorization Code.

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

ISSUED:

EFFECTIVE:

ISSUED BY:

Sheri Lutich, President
14001 63rd Way
Clearwater, Florida 37760

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Nationwide Professional Teleservices, LLC

Nationwide Pro Tel's services and facilities are furnished to residential customers for long distance communications originating and terminating within the State of South Dakota under terms of this Tariff.

Communications originate when the Customer accesses the Company directly or through the facilities of another carrier via one or more access lines, equal access or on a dial-up basis. The Company may act as the Customer=s agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer=s location to the Company=s network. The Customer shall be responsible for all charges due for such service arrangements.

The Company=s services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Use

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

2.2.2 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.3 The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

2.2.4 A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

ISSUED:

EFFECTIVE:

ISSUED BY:

Sheri Lutich, President
14001 63rd Way
Clearwater, Florida 37760

SDi0400

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

2.3 Limitations

- 2.3.1 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.2 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.
- 2.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.4 Service may be limited or discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges when the Company deems it necessary to take such action to prevent unlawful use of its service. Service will be restored as soon as it can be provided without undue risk.
- 2.3.5 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.3.6 To the extent that any conflict arises between the terms and conditions of a service agreement or other contract and the terms and conditions of this tariff, the tariff shall prevail.
- 2.3.7 Title to all equipment provided by the Company under this tariff remains with the Company.

ISSUED:

EFFECTIVE:

ISSUED BY:

Sheri Lutich, President
14001 63rd Way
Clearwater, Florida 37760

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

2.4 Assignment and Transfer

- 2.4.1** All facilities provided under this tariff are directly or indirectly controlled by Nationwide Pro Tel and neither the Customer nor Subscriber may transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.4.2** Customer may request Carrier to assign one or more sub-accounts for billing purposes, and to direct sub-account invoices to Customer=s affiliates or other designated entities for payment. Such requests shall not affect the liability of the Customer, who shall remain solely liable to the Company for payment of all invoices for service requested and obtained by Customer, whether invoiced by the Company to the Customer, the Customer=s affiliates, or other designated entities.

ISSUED:

EFFECTIVE:

ISSUED BY:

Sheri Lutich, President
14001 63rd Way
Clearwater, Florida 37760

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

2.5 Liability of the Company

- 2.5.1** Nationwide Pro Tel=s liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, shall be determined in accordance with SDCL 49-13-1 and 49-13-1.1 and any other applicable law.
- 2.5.2** The Company shall not be liable for any claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3** Indemnification - The Company=s liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. The Customer indemnifies and saves harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company and apparatus, equipment and systems provided by the Customer. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

ISSUED:

EFFECTIVE:

ISSUED BY:

Sheri Lutich, President
14001 63rd Way
Clearwater, Florida 37760

SDi0400

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

2.5 Liability of the Company, (Cont'd.)

- 2.5.4** Defacement of premises: No liability shall attach to the Company by reason of any defacement or damage to the Customer=s premises resulting from the existence of the Company=s equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
- 2.5.5** Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.
- 2.5.6** The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Personal Identification Numbers issued for use with the Company's services.
- 2.5.7** The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of authorization codes of communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from the Customer=s premises, and the placement of calls through equipment controlled and/or provided by the Customer that are transmitted over the company=s network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

ISSUED:

EFFECTIVE:

ISSUED BY:

Sheri Lutich, President
14001 63rd Way
Clearwater, Florida 37760

SDi0400

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

2.6 Customer Responsibility

2.6.1 All Customers assume general responsibilities in connection with the provisions and use of the Company=s service. When facilities, equipment, and/or communication systems provided by others are connected to the Company=s facilities, the Customer assumes additional responsibilities. All Customers are responsible for the following:

- A.** The Customer is responsible for placing orders for service, paying all charges for service rendered by the Company and complying with all of the Company=s regulations governing the service. The Customer is also responsible for assuring that its users comply with regulations.
- B.** When placing an order for service, the Customer must provide:
 - 1. The names and addresses of the persons responsible for the payment of service charges, and
 - 2. The names, telephone numbers, and addresses of the Customer contact persons.
- C.** The Customer must pay the Company for the replacement or repair of the Company=s equipment when the damage results from:
 - 1. The negligence or willful act of the Customer or user;
 - 2. Improper use of service; and
 - 3. Any use of equipment or service provided by others.
- D.** After receipt of payment for the damages, the Company will cooperate with the Customer in prosecuting a claim against any third party causing damage.

ISSUED:

EFFECTIVE:

ISSUED BY:

Sheri Lutich, President
14001 63rd Way
Clearwater, Florida 37760

SDi0400

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

2.6 Customer Responsibility, (Cont=d.)

2.6.2 Billing and Payment For Service

A. Responsibility for Charges

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

1. any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company;
2. any and all use of the services provided by the Company, including calls which the Customer did not individually authorize;
3. any calls placed by or through the Customer's equipment via any remote access feature(s);

Charges for installations, service connections, moves and rearrangements are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

ISSUED:

EFFECTIVE:

ISSUED BY:

Sheri Lutich, President
14001 63rd Way
Clearwater, Florida 37760

SDi0400

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

2.6 Customer Responsibility, (Cont=d.)

2.6.2 Billing and Payment For Service, (cont'd.)

B. Disputed Charges

Any objections to billed charges must be reported to the Company or its billing agent in writing within 180 days of the closing date printed on the invoice or statement issued to the Customer. While a charge is in dispute, the Customer shall only be required to pay the undisputed portion of their bill in full. Adjustments to Customers' account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

C. Customer Inquiries or Complaints

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

Nationwide Professional Teleservices, LLC
14001 63rd Way
Clearwater, Florida 33760
Toll Free: (877) 819-3025

or

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, South Dakota 57501-5070
Telephone: (605) 773-3201
Toll Free: (800) 332-1782
TTY: (800) 877-1113

ISSUED:

EFFECTIVE:

ISSUED BY:

Sheri Lutich, President
14001 63rd Way
Clearwater, Florida 37760

SDi0400

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

2.6 Customer Responsibility, (Cont'd.)

2.6.3 Taxes and Fees

- A. All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this tariff, but shall be listed as separate line items on the Customer's bill.
- B. To the extent that a municipality, other political subdivision or local agency of government, or commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- C. Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.
- D. The Company may adjust its rates or impose additional rates on its Customer to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others. The Company may also adjust its rates or impose additional rates to cover the administrative cost of collecting such charges or paying compensation to other entities.

ISSUED:

EFFECTIVE:

ISSUED BY:

Sheri Lutich, President
14001 63rd Way
Clearwater, Florida 37760

SDi0400

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

2.6 Customer Responsibility, (Cont'd.)

2.6.4 Late Payment Fees

A late payment fee of 1.5% per month will be charged on any past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to South Dakota state law.

2.6.5 Return Check Charge

Customers will be charged \$25.00 on all checks issued to the Company which are returned due to insufficient funds. At the discretion of the Company, the insufficient funds check charge may be waived under appropriate circumstances (e.g., a bank error).

2.6.6 Deposits

The Company does not collect Customer deposits.

2.6.7 Advance Payments

The Company does not require advance payments for service.

ISSUED:

EFFECTIVE:

ISSUED BY:

Sheri Lutich, President
14001 63rd Way
Clearwater, Florida 37760

SDi0400

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

2.6 Customer Responsibility, (Cont'd.)

2.6.8 Cancellation by Customer

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

ISSUED:

EFFECTIVE:

ISSUED BY:

Sheri Lutich, President
14001 63rd Way
Clearwater, Florida 37760

SDi0400

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

2.7 Refunds or Credits for Service Outages or Interruptions

- 2.7.1** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. Credits for service outages or interruptions are subject to the regulations listed below.
- 2.7.2** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- 2.7.3** Credit allowances for interruption periods which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.
- 2.7.4** The Customer shall be responsible for the payment of service charges based upon time and materials for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

ISSUED:

EFFECTIVE:

ISSUED BY:

Sheri Lutich, President
14001 63rd Way
Clearwater, Florida 37760

SDi0400

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

2.7 Refunds or Credits for Service Outages or Interruptions, (Cont'd.)

2.7.5 For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than four (4) hours. The Customer shall be credited for an interruption of four (4) or more hours at the rate of 1/720th of the monthly charge for the services affected for each hour that the interruption continues. The formula used for computation of credits is as follows:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours (must be 4 or more)

B = total monthly recurring charge for affected service.

2.7.6 For usage sensitive long distance services, credits will be limited to, a maximum, the price of the Initial Period of the individual call that was interrupted plus any per call charges or surcharges required to reconnect the caller.

ISSUED:

EFFECTIVE:

ISSUED BY:

Sheri Lutich, President
14001 63rd Way
Clearwater, Florida 37760

SDi0400

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

2.8 Cancellation or Termination of Service by Customer

2.8.1 Customers of presubscribed long distance services may cancel service at any time by providing Nationwide Pro Tel with written or verbal notification. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the cancellation notice is received, whichever is later.

2.9 Cancellation or Termination of Service by Company

2.9.1 For nonpayment: The Company may terminate service to a Customer or Subscriber for nonpayment of undisputed charges upon five (5) days written notice to the Customer or Subscriber without incurring any liability for damages due to loss of telephone service to the Customer or Subscriber.

2.9.2 Nationwide Pro Tel may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given five (5) days notice to comply with any rule or remedy any deficiency:

- A.** For non-compliance with or violation of any State, Municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- B.** For use of telephone service for any purpose other than that described in the application.
- C.** For neglect or refusal to provide reasonable access to Nationwide Pro Tel or its agents for the purpose of inspection and maintenance of equipment owned by Nationwide Pro Tel or its agents.
- D.** For noncompliance with or violation of Commission regulation or Nationwide Pro Tel=s rules and regulations on file with the Commission.

ISSUED:

EFFECTIVE:

ISSUED BY:

Sheri Lutich, President
14001 63rd Way
Clearwater, Florida 37760

SDi0400

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

2.9 Cancellation or Termination of Service by Company, (Cont'd.)

2.9.2 Continued

- E.** Without notice in the event of Customer, Subscriber or Authorized User use of equipment in such a manner as to adversely affect Nationwide Pro Tel=s equipment or service to others.
- F.** Without notice in the event of tampering with the equipment or services owned by Nationwide Pro Tel or its agents.
- G.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Nationwide Pro Tel may, before restoring service, require the Customer or Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- H.** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

ISSUED:

EFFECTIVE:

ISSUED BY:

Sheri Lutich, President
14001 63rd Way
Clearwater, Florida 37760

SDi0400

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

2.10 Interconnection

Service furnished by Nationwide Pro Tel may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with Nationwide Pro Tel=s service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.11 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Nationwide Pro Tel=s service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

2.12 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and credit for the interruption is requested by the Customer.

2.13 900, 976 and 700 Numbers

The Company does not provide 900, 976 or 700 number services. Customer calls placed to these numbers are routed to the local or long distance carrier providing the service. Customers may contact their local exchange carrier or the carrier providing the service to request blocking of access to these numbers.

2.14 Other Rules

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities of NXX exchanges, or by blocking calls using certain Personal Identification Numbers when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk.

ISSUED:

EFFECTIVE:

ISSUED BY:

Sheri Lutich, President
14001 63rd Way
Clearwater, Florida 37760

SDi0400

SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.1 General

Nationwide Pro Tel will provide long distance service for communications originating and terminating within the State of South Dakota under terms of this tariff. Company services are available twenty-four (24) hours per day, seven (7) days a week. Intrastate service is offered in conjunction with interstate service.

3.2 Timing of Calls

The Company does not offer time sensitive calls.

3.3 Holidays

The Company does not offer rate discounts for calls placed on state or federal holidays.

3.4 Rate Periods

The Company does not rate calls based on time of day.

3.5 Calculation of Distance

The Company does not rate calls based on mileage.

ISSUED:

EFFECTIVE:

ISSUED BY:

Sheri Lutich, President
14001 63rd Way
Clearwater, Florida 37760

SDi0400

SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.6 Unlimited LD Service Plan

Unlimited LD Service Plan allows Customers to place an unlimited number of intrastate and interstate toll calls for a flat rate per month. Calls are placed via a toll free access number. The plan does not require that the Customer be presubscribed to the Company, nor does it require an authorization code. The plan only requires that the calling number be recognized as belonging to a Subscriber. The plan's Monthly Recurring charge is debited as a preauthorized bank draft provided by the Customer at the time of subscription to the service. Customers may use the service at no charge for 14 days. After that trial period, billing will begin. Also included in the service is unlimited dial-up internet access and unlimited enhanced voicemail (1 mailbox).* Calls are placed over customer-provided telephone lines.

Rate per month:	\$39.95
One time Set Up Fee	\$19.95

* - Voicemail is an enhanced service and is not regulated by the Commission.

ISSUED:

EFFECTIVE:

ISSUED BY:

Sheri Lutich, President
14001 63rd Way
Clearwater, Florida 37760

SDi0400

SECTION 4 - PROMOTIONS

4.1 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

4.2 Promotions - General

From time to time, the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring, recurring and usage charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area and will comply with all applicable Commission regulations. The Company will file notice of with the Commission prior to offering any promotions.

ISSUED:

EFFECTIVE:

ISSUED BY:

Sheri Lutich, President
14001 63rd Way
Clearwater, Florida 37760

SDi0400

ATTACHMENT IV

COST SUPPORT

No cost support data is provided because all of the Company's services are competitive.

ATTACHMENT V

RESUMES OF MANAGEMENT PERSONNEL

NATIONWIDE PROFESSIONAL TELESERVICES, LLC

RESUMES OF MANAGEMENT PERSONNEL

Sheri Lutich **President**

Ms. Lutich is President of Nationwide Professional Teleservices, LLC and in this capacity is responsible for overseeing the company's operation and strategic direction. Ms. Lutich has been involved in the telecommunications business since 2001. Ms. Lutich previously served as Director of Marketing for Protel Communications where she handled all sales, as well as managed and maintained existing accounts. In 2001, Ms. Lutich was Director of Sales for Group One Networks where her responsibilities included List Acquisitions and the management and sale of Data Files. In these roles, Ms. Lutich has played a key role in developing and directing marketing strategies in the communications industry.

From 1998 through the end of 2000, Ms. Lutich was Human Resources Director for National Business Communications, Inc. affording her a strong background in recruitment of employees and the designing of employee benefit packages.

Scott G. Roix **Vice President and Director of Sales**

Mr. Roix served as CEO of Vici Marketing. As CEO, Mr. Roix assembled a team that specialized in several different aspects of marketing and distribution including direct response television, database mining, telemarketing and direct mail. Prior to his tenure at Vici Marketing, Mr. Roix served as CEO of The Affinity Group, a company that specialized in the creation and development of continuity programs sold through several direct response mediums that resulted in sales of 35 million in the year 2000. From 1995 to 1997, Mr. Roix was CEO/President of FTN Promotions, Inc., an inbound Call Marketing Center and subsequently served as Vice President and Director of Operations for the parent FTN from 1997 until 1999. Mr. Roix's management and marketing efforts provide him with the necessary skills to grow a successful business.

Mr. Roix received a Bachelor of Science degree in Economics/Political Science from Florida State University at Tallahassee, FL.

Steven G. Marlow **Operations Manager**

Mr. Marlow is responsible for order processing, customer billing and general operations for Nationwide Professional Teleservices, LLC. Prior to joining the company Mr. Marlow served as Director of Operations for Paybyweb, Inc. As Director, his scope of duties included regulatory compliance, process and procedure implementation and oversight, customer acquisition and retention, and financial and customer risk analysis. Prior to 1998, Mr. Marlow served as Director of Investor Relations and Corporate Communications for Chancellor Corporation, where he developed a strong background in regulatory and compliance communications. At Chancellor Corporation Mr. Marlow served on the Business Development Subcommittee where he performed financial and synergy analysis to assist in the development of acquisition/merger strategy. Mr. Marlow previously served as Director of Technical Analysis for MTA Capital Management for 6 years, where he served in the management of over \$60 million in client assets. His strong financial and analytical background provides him with the necessary skills to manage a successful business.

Mr. Marlow attended the University of Florida at Gainesville, FL.

NATIONWIDE PROFESSIONAL TELESERVICES, LLC

RESUMES OF MANAGEMENT PERSONNEL

Mr. Erik L. Olson Director - MIS

Mr. Olson is responsible for the software development, underlying carrier agreements and other technical aspects of ensuring reliable service to customers. Prior to joining Nationwide Professional Teleservices, LLC, Mr. Olson has worked in the Telecommunications industry as a partner/CIO for Professional Teleservices, Inc. for two years. From 1994-2002, Mr. Olson served as R&D Director at Key Financial Systems and IT Director at First American Management and AmeriNet, Inc. Mr. Olson has vast experience as a software developer, communications engineer, development manager and writer. Mr. Olson has worked as a Computer Programming Consultant since 1994. From 1989 to 1994 Mr. Olson worked as a programmer for PowerBASIC, Inc. and is the designer of several computer languages. His background interests include work in computer language and compiler development, IP and Voice Communications development, Carrier grade communications platforms and artificial intelligence theory. Since 2000, Mr. Olson has worked on major projects in the telecommunications field. Mr. Olson has a strong background in computer programming and telecommunications and is well respected in the industry.

Anthony W. Linkous MIS Manager - Software Development

Mr. Linkous is responsible for the development of billing and customer service software. Mr. Linkous served as the Senior Database Administrator at DaDATA, Inc. for 5 years where he was responsible for the administration and maintenance of databases required for the day to day operations of the Credit Card systems. In addition, since 1992 Mr. Linkous has served as Senior Database Administrator for The Sutherland Group, Ltd., Quarterdeck Select and Okra Marketing Corporation where he developed and utilized his extensive skills and experience in the management of database resources. Mr. Linkous' programming and database management skills provide a strong asset to the Company.

Mr. Linkous earned an Associate Degree in Computer Science from Wayne County Community College at Detroit, MI.

Brian K. Hild Customer Service Manager

Mr. Hild served in marketing, management and customer service for ADT and Safeguard America for over 7 years. His responsibilities included the recruitment and training of staff. Mr. Hild also served as Sales Manager at Digital Detection Systems from 1995 through 1996 where he also managed and trained the sales staff. His background in customer service provides a strong asset to the Company.

Mr. Hild is a graduate of Bixbel School of Gems at Altoona, PA.

TECHNOLOGIES MANAGEMENT, INC.
P.O. BOX 200
WINTER PARK, FL 32790-0200
(407) 740-8575

AMSOUTH BANK
THE RELATIONSHIP PEOPLE
63-466/631

39250

11/8/2004

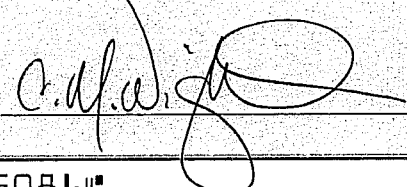
PAY TO THE ORDER OF South Dakota Public Service Comm.

\$ **250.00

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

South Dakota Public Service Comm.
State Capitol
Pierre, SD 57501-5070

TECHNOLOGIES MANAGEMENT, INC.



MEMO: Filing fee for Nationwide Protel

⑈039250⑈ ⑆063104668⑆ 3720575084⑈

TECHNOLOGIES MANAGEMENT, INC.

39250

South Dakota Public Service Comm.

11/8/2004

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/08/2004	Bill	Nationwide Protel	250.00	250.00		250.00
				Check Amount		250.00

TC04-223

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of November 4, 2004 through November 10, 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

TC04-216 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and XO Network Services, Inc.

On November 4, 2004, the Commission received a filing for approval of an Amendment to the Interconnection Agreement between Qwest Corporation and XO Network Services, Inc. According to the parties, the Amendment is made in order to add terms and conditions for the Special Request Process. 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 November 24, 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: Sara B. Harens
Date Filed: 11/04/04
Initial Comments Due: 11/24/04

TC04-217 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License LLC and Splitrock Properties, Inc.

On November 8, 2004, the Commission received a filing for the approval of a Reciprocal Interconnection, Transport and Termination Agreement between Splitrock Properties, Inc. and WWC License LLC. According to the parties, the "Agreement sets forth the terms, conditions and prices under which (a) the Parties' agree to directly interconnect the networks of the CMRS Provider and the Telephone Company for the purposes of the exchange of telecommunications traffic between the Parties' networks or (b) the Parties will transport and terminate the telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider. This Agreement is not intended to establish any terms, conditions, or pricing applicable to the provisioning of any transiting service." 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 November 29, 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: Sara B. Harens
Date Filed: 11/08/04
Initial Comments Due: 11/29/04

TC04-218 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License LLC and Roberts County Telephone Cooperative Association

On November 8, 2004, the Commission received a filing for the approval of a Reciprocal Interconnection, Transport and Termination Agreement between Roberts County Telephone Cooperative Association and WWC License LLC. According to the parties, the "Agreement sets forth the terms, conditions and prices under which (a) the Parties' agree to directly interconnect the networks of the CMRS Provider and the Telephone Company for the purposes of the exchange of telecommunications traffic between the Parties' networks or (b) the Parties will transport and terminate the telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider. This Agreement is not intended to establish any terms, conditions, or pricing applicable to the provisioning of any transiting service." 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 November 29, 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: Sara B. Harens
Date Filed: 11/08/04
Initial Comments Due: 11/29/04

TC04-219 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License LLC and RC Communications, Inc.

On November 8, 2004, the Commission received a filing for the approval of a Reciprocal Interconnection, Transport and Termination Agreement between RC Communications, Inc. and WWC License LLC. According to the parties, the "Agreement sets forth the terms, conditions and prices under which (a) the Parties' agree to directly interconnect the networks of the CMRS Provider and the Telephone Company for the purposes of the exchange of telecommunications traffic between the Parties' networks or (b) the Parties will transport and terminate the telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider. This Agreement is not intended to establish any terms, conditions, or pricing applicable to the provisioning of any transiting service." 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 November 29, 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: Sara B. Harens
Date Filed: 11/08/04
Initial Comments Due: 11/29/04

TC04-220 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and PrairieWave Telecommunications, Inc.

On November 8, 2004, the Commission received a filing for the approval of a Triennial Review Order and USTA II Decision Amendment to the Interconnection Agreement between Qwest Corporation and PrairieWave Telecommunications, Inc. According to the parties, the amendment is made in order to change or add terms and conditions for certain Unbundled 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 November 29, 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: Sara B. Harens
Date Filed: 11/08/04
Initial Comments Due: 11/29/04

TC04-221 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between Northern Valley Communications, LLC and CommNet Cellular License Holding LLC d/b/a Verizon Wireless, Missouri Valley Cellular, Inc. d/b/a Verizon Wireless, Eastern South Dakota Cellular, Inc. d/b/a Verizon Wireless and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless.

On November 9, 2004, the Commission received a filing for the approval of a Reciprocal Interconnection, Transport and Termination Agreement between Northern Valley Communications, LLC and Verizon Wireless. According to the parties, the "Agreement sets forth the terms, conditions and prices under which (a) the Parties' agree to directly interconnect the networks of the CMRS Provider and the Telephone Company for the purposes of the exchange of telecommunications traffic between the Parties' networks or (b) the Parties will transport and terminate the telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider. This Agreement is not intended to establish any terms, conditions, or pricing applicable to the provisioning of any transiting service." 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 November 29, 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: Sara B. Harens
Date Filed: 11/09/04
Initial Comments Due: 11/29/04

TC04-222 In the Matter of the Filing by DakotaComm, LLC for Approval of its Intrastate Switched Access Tariff and for an Exemption from Developing Company Specific Cost-Based Switched Access Rates.

On November 9, 2004, DakotaComm, LLC filed a petition for Commission approval to be exempt from developing company specific intrastate switched access rates. The petition states that DakotaComm is a new CLEC in South Dakota and it lacks the necessary financial, technical, and managerial resources needed to determine company-specific cost-based intrastate switched access rates. It has requested to opt into the Local Exchange Carriers Association rates filed with the Commission.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Filed: 11/09/04
Intervention Deadline: 11/26/04

TC04-223 In the Matter of the Application of Nationwide Professional Teleservices, LLC for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

Nationwide Professional Teleservices, LLC is seeking a Certificate of Authority to provide interexchange telecommunications services in South Dakota. The Applicant intends to resell long

distances services to residential customers throughout South Dakota. The Applicant will provide unlimited intrastate and interstate toll calls for a flat rate of \$39.95 per month.

Staff Analyst: Keith Senger

Staff Attorney: Sara Harens

Date Docketed: 11/10/04

Intervention Deadline: 11/26/04

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



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Winter Park, FL
32789

P.O. Drawer 200
Winter Park, FL
32790-0200

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

December 8, 2004
Via Overnight Delivery

Ms. Pamela Bonrud
Executive Director
South Dakota Public Utilities Commission
Capitol Building, 1st Floor
500 East Capitol
Pierre, South Dakota 57501-5070

RECEIVED

DEC 8 2004

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Re: Docket TC04-223 – Application of Nationwide Professional Teleservices, LLC

Dear Ms. Bonrud:

Nationwide Professional Teleservices, LLC respectfully requests that it be permitted to withdraw the application it has filed in the above mentioned document number. The company has revised its plans and does not plan on providing interexchange telecommunications services in South Dakota at the present time.

Please acknowledge receipt of this filing by returning, date-stamped, the extra copy of this cover letter in the stamped self-addressed envelope which is provided for that purpose.

Questions regarding this filing may be directed to me at (407) 740-8575. Thank you for your assistance in this matter.

Sincerely,

Monique Byrnes
Consultant to Nationwide Professional Teleservices, LLC

Enclosures
MB/sbm

cc: Keith Senger, Utility Analyst, SD PUC
Sheri Lutich - Nationwide Pro Tel
file: Nationwide Pro Tel - SD
tms: SDi0400a

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

IN THE MATTER OF THE APPLICATION OF)
NATIONWIDE PROFESSIONAL)
TELESERVICES, LLC FOR A CERTIFICATE OF)
AUTHORITY TO PROVIDE INTEREXCHANGE)
TELECOMMUNICATIONS SERVICES IN)
SOUTH DAKOTA)

ORDER PERMITTING
WITHDRAWAL OF
APPLICATION AND
CLOSING DOCKET
TC04-223

On November 10, 2004, Nationwide Professional Teleservices, LLC (Nationwide Pro Tel) filed an application with the Public Utilities Commission (Commission) for a certificate of authority to operate as a telecommunications company within the state of South Dakota.

On December 9, 2004, Nationwide Pro Tel requested that its application for a certificate of authority be withdrawn.

At its regularly scheduled December 14, 2004, meeting, the Commission considered this matter. The Commission has jurisdiction over this matter pursuant to SDCL 49-31-3 and ARSD Chapter 20:10:24. The Commission found that Nationwide Pro Tel's request to withdraw its request for a certificate of authority is reasonable and closed the docket. It is therefore

ORDERED, that Nationwide Pro Tel shall be permitted to withdraw its request for a certificate of authority, and it is further

ORDERED, that this docket is closed.

Dated at Pierre, South Dakota, this 17th 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 Kalbs</u>
Date:	<u>12/21/04</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:

Robert K. Sahr
ROBERT K. SAHR, Chairman

Gary Hanson
GARY HANSON, Commissioner