

RT COMMUNICATIONS, INC.

**Exchange Tariff
South Dakota**

**PUC SD No. 3
Original Sheet No. 1**

Issued: August 10, 2007

Effective: September 24, 2007

SCHEDULE OF RATES AND CHARGES
TOGETHER WITH RULES AND REGULATIONS
APPLICABLE TO PHONE SERVICE
PROVIDED IN THE TERRITORY SERVED BY
RT COMMUNICATIONS, INC.
WITHIN THE STATE OF SOUTH DAKOTA AS FOLLOWS:

RT COMMUNICATIONS, INC.

**Exchange Tariff
South Dakota**

**PUC SD No. 3
3rd Revised Check Sheet No. 1
Cancels 2nd Revised Check Sheet No. 1**

Issued: November 7, 2008

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Check Sheet 1 and each sheet identified below are effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date hereof.

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**PUC SD No. 3
Original Sheet No. 2**

Issued: August 10, 2007

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1st Revised Sheet No. 3
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2. Definition of Terms

Access Line

The connection allowing messages, data, or packets to travel between the Central Office and the subscriber's premise. This connection ends at the network interface device (NID) on the customer's premise.

Base Rate

The monthly rate that applies for a specific grade and class of exchange service for customers located within a base rate area.

Base Rate Area

That portion or portions of an exchange designated with the PSC as having similar cost characteristics within which specified classes and grades of basic exchange service are furnished.

Bit

The smallest unit of information in the binary system of notation.

Central Office (CO)

A building, power, and switching unit providing telecommunications services designed for terminating and interconnecting lines and trunks.

Central Office Connecting Facilities

A facility to an Other Common Carrier by the Company between the terminal location of the Other Common Carrier and a point of connection on the Company premises.

Channel

A communications path provided by the Company between two or more locations, used for the transmission of voice, data or other communications.

Circuit

A communications link used for the transmission of voice, data or other communications. The physical connection (or path) of channels, conductors and equipment between two given points through which an electrical current may be established.

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2. Definition of Terms (cont'd)

Company

Refers to RT Communications, Inc.

Concession Service

Full-time employees will be provided with local exchange service, and all custom calling of CLASS features where available, without charge as excess capacity allows. Non-recurring Charges will not apply on services provided to full-time employees.

Continuous Property

The plot of ground, together with any building thereon, occupied by the customer, which is not divided by public highways or separated by property occupied by others.

Customer

A person, firm, corporation, non profit organization, or governmental agency for whom service is rendered and who is responsible for paying the telephone bills and for complying with the rules and regulations of the Company. For 911, E-911 and 911 Forwarding Services the Customer is the Public Safety Answering Point who requests and pays for the service.

Customer Provided Equipment (CPE)

Devices, apparatus and their associated wiring provided by a customer for use with facilities furnished by the Company.

Drop Wire

Facility between the Company's distribution terminal and the network interface located on the customer's premise.

Dual Service

Dual service provides exchange access line service with the same telephone number simultaneously to two different addresses served from the same wire center. Dual Service is designed to assure the customer continuous service at both locations during the time of a move.

Entrance Facility

Facilities between the Company's distribution terminal and the network demarcation point.

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2. Definition of Terms (cont'd)

Exchange

A geographical unit established for the administration of telecommunication services in a specified area.

Exchange Access Line Type

- Individual or party line main telecommunications service.
- Multiline or trunk service, which is normally provided in a group of two or more lines so arranged that when a busy line is dialed the CO equipment will automatically select another line.
- Multiline Telecommunications Service, which is an offering of individual lines for termination, at the customer's premises, in a Multiline Telecommunications System.
- Trunk line service, which is an offering of access lines which connect an automatic call distributing system, PBX system, or other (dial) automatic switching system at the customer's premises to the CO.

Exchange Zone

One of a series of specified areas, beyond the base rate area of an exchange, in which service is furnished at rates in addition to base rates.

Extended Area Service (EAS)

An area encompassing the local service area where the customer is physically located plus any exchanges identified for which no toll charges will be assessed.

Flat Rate Service

An exchange service for which a specified rate is charged, regardless of the amount of local use.

Foreign Exchange Service (FX)

Denotes a service whereby dial tone is provided from a wire center in an exchange from which the customer is not normally served or where the customer is located outside an exchange in unassigned territory. This service is available to either residence or business customers.

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2. Definition of Terms (cont'd)

Interexchange Services

A variety of services that extend to and/or from two or more exchanges.

Interexchange Telecommunications Company

A person, firm or corporation providing telecommunications service to connect end users located in different local exchange areas, but excluding companies which also provide noncompetitive local exchange services.

Joint User

A person, firm or corporation who is designated by the customer as a user of exchange service furnished to the customer and to whom a portion of the charge for the service will be billed under a joint user arrangement.

Kilobits Per Second (Kbps)

One thousand bits per second.

Local Access and Transport Area

Denotes a geographical area established for the administration of communications service. It encompasses designated local operating telephone company exchanges which are grouped to serve common social, economic, and miscellaneous purposes.

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2. Definition of Terms (cont'd)

Local Exchange Service

The furnishing of telecommunication services to the Company's customers within an exchange for local calling.

Local Service Area

The geographical area throughout which a subscriber obtains telecommunications service without the payment of a toll charge.

Locality Rate Area

An area of concentrated development located outside and remote from the base rate area but within an exchange area and within which local telecommunications service is furnished at incremental rates.

Maintenance Of Service

Maintenance of Service denotes an occurrence of a visit to a customer's premises in connection with a service difficulty when it is determined that the difficulty is due to a condition in customer-provided facilities, terminal equipment, a communication system or for customer-maintained premises wire. When a Maintenance of Service visit is made, premises work charges will apply.

Megabits Per Second (Mbps)

One million bits per second.

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2. Definition of Terms (cont'd)

Multi-Line

More than one business line terminating at a business.

Network Control Signaling

Transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charging signals), address signaling (e.g., dialing), calling and called number identification, audible tone signals (call process signals indicating reorder or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operating of switching machines in the system.

Network Interface

The point of interconnection between Company communications facilities and customer terminal equipment, protective apparatus or wiring at a customer's premises. The network interface or demarcation point may be located on the customer's premises within 12 inches or a similarly reasonable distance, of the protector, or where there is no protector, no further than 12 inches of where telecommunications facilities, cable and/or wire enters the customer premises. The network interface shall consist of a standard FCC registered jack or its equivalent, which is installed, owned and maintained by the Company at the customer's premises.

Network Interface Device (NID)

A device wired between the telecommunications facilities and the inside wiring to isolate the customer's equipment from the network.

Non-Recurring Charge

A one time charge associated with establishing, installing, programming, changing or modifying service.

Off-Premise Extension

It is the appearance of an actual telephone line in two physically separate locations.

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2. Definition of Terms (cont'd)

Private Line

A direct channel, non-switched, specifically dedicated to a customer's use between specified points.

Protocol

Set of rules for conducting interactions between two or more devices. These rules consist of syntax (header structure), semantics (actions and reactions that are supposed to occur) and timing (relative ordering and duration of states and events).

Same Building

Same building means a structure under one roof, or two or more structures under separate roofs, throughout which there is general access by means of doors, elevators, stairways, enclosed passageways or continuous corridors. Sidewalks, driveways, heating and utility tunnels, pipes and conduits are not considered enclosed passageways.

Same Household

Those who dwell as a family under one roof, including relatives and not more than four other persons residing with the family and participating in the common use of such facilities as dining room, kitchen, living room, etc. Premises occupied by any group of four or less persons functioning in the same manner as a family are also considered as the same household.

Same Premises

All the space in the same building or structure in which a customer has the right of occupancy to the exclusion of others or shares the right of occupancy with others, provided such buildings are occupied solely by one customer. Foyers, hallways, and other space provided for the common use of all occupants of a building are considered the premises of the operator of the buildings.

Station

A signaling unit or other type equipment at the customer's premises which allows the customer to establish communication.

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2. Definition of Terms (cont'd)

Subscriber

A person or agency subscribing for telephone service. As used in this Tariff, a separate subscriber is involved at each location, where service is furnished. One individual or firm therefore may be considered as two or more separate subscribers, even in the same Exchange. The privileges, restrictions, and rates established for a subscriber to any class of service are limited to the service at one location; no group treatment of service at separate locations furnished to one individual or firm is contemplated or to be implied except when definitely provided for in the specific service descriptions in the tariff.

Telecommunications Service Priority (TSP)

Denotes the regulatory, administrative, and operational system developed by the Federal Government to ensure priority provisioning and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services. The Federal Communications Commission (FCC) defines NSEP telecommunications services as those services which are used to maintain a state of readiness or to respond to and manage any event or crisis, which causes or could cause harm to the population, damage to or loss of property, or degrades or threatens the NSEP posture of the United States.

Toll Message

A message from a calling station to a called station located in a different local service area.

Toll Service

Telephone service rendered by the Company or other Common Carriers between patrons in different local service areas in accordance with the rates and regulations of the company providing service.

Touch Tone

Touch-Tone Calling Service is a distinctive type of telephone service using audible voice frequency tones to actuate the CO equipment. Touch-Tone Calling is provided as part of the local service rate.

Trunk

An interoffice or intraoffice facility providing a telecommunications channel between two switching entities.

Zone Areas

That portion of an exchange extending beyond the base rate for which flat rate or mileage charges are assessed in addition to the base rates.

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3. General Rules and Regulations

3.1 Application of Tariff

The rules and regulations specified herein apply to the intrastate services and facilities of RT Communications, Inc., hereinafter referred to as the Company. Failure on the part of the subscribers to observe these rules and regulations of the Company, after due notice of such failure, automatically gives the Company the authority to discontinue the furnishing of service. This tariff will specify rates and regulations for the services described herein.

In the event of a conflict between any rate, rule, regulation or provision contained in these General Rules and Regulations and any rate, rule, regulation or provision contained in the specified tariffs, the rate, rule, regulations or provision contained in the specific tariffs shall prevail.

These tariffs cancel and supersede all other tariffs of the Company issued and effective prior to the effective date of these tariffs.

3.2 Explanation of Symbols

- (C) Signifies a changed regulation
- (D) Signifies a discontinued rate, treatment or regulation
- (I) Signifies an increased rate or new treatment resulting in increased rate
- (M) Material moved to another section of the tariff without change
- (N) Signifies a new rate, treatment or regulation
- (R) Signifies a reduced rate or new treatment resulting in reduced rates
- (T) Signifies a change in text but no change in rate, treatment or regulation

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3. General Rules and Regulations (cont'd)

3.3 Obligation and Liability of the Company

A. Obligation of the Company

1. Availability of Facilities

The Company's obligation to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, without unreasonable expense. All services are subject to the availability of required facilities.

2. Furnish Service

The Company's obligation to furnish service is dependent upon the customer's ability to provide adequate building space, lighting, atmospheric control, adequate commercial power, wiring and electrical outlets necessary for the proper operation of telephone equipment and facilities on the premise.

3. Interruption of Service

An allowance will be made upon notice and demand to the Company for interruption of service not due to subscriber negligence if the interruption continues for more than 36 hours from the time it is reported to or detected by the Company. The allowance will be the prorated portion of the monthly rate for the service made inoperative.

4. Transmitting Messages

The Company does not undertake to transmit messages, but rather offers the use of its facilities, where available, for communication between parties subject to the conditions specified in these tariffs.

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3. General Rules and Regulations (cont'd)

3.3 Obligation and Liability of the Company (cont'd)

A. Obligation of the Company (cont'd)

5. Defacement of Premises

The Company will make a reasonable effort to leave the customer's property in the same condition as it existed prior to any Company work. The Company will repair or replace any defacement or damage of property due to installation, existence, or removal of Company property when the damage is the result of negligence of the Company.

6. Maintenance and Repairs

The Company shall bear the expense of all repair and maintenance of its facilities, except where damage or destruction of its facilities are due to the acts or omissions of the subscriber. The subscriber may not rearrange, remove, or disconnect any Company facilities without consent of the Company.

7. Adjustment of Charges

In case of overbilling, a refund will be made by the Company for the amount of excess charges or for an estimate of the overbilling amount. The maximum refund will not exceed the actual or estimated overbilling over a three year period.

In case of underbilling, the company reserves the right to backbill for the deficiency charges up to a period of three years.

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3. General Rules and Regulations (cont'd)

3.3 Obligation and Liability of the Company (cont'd)

A. Obligation of the Company (cont'd)

8. Connections with Other Telephone Companies

When the lines of other companies are used in establishing connection to points not reached by the Company's lines, the Company is not liable for any act or omission of the other company or companies and their agents, servants or employees.

9. Use of Telephone Alarm Reporting Devices

Devices that automatically dial a predetermined telephone number and transmit a prerecorded message may be used only after authorization has been obtained from the party to whom the called telephone number is assigned or that party's agent. In those cases where the number dialed is assigned to a public emergency agency, written authorization is required.

10. Connection of Automatic Dialing - Announcing Devices

An automatic dialing - announcing device is any automatic equipment used for solicitation which incorporates the following features:

- A. Storage capability of numbers to be called; or a random or sequential number generator that produces numbers to be called.
- B. Has the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called.

Automatic dialing - announcing devices used for solicitation purposes where calls initiated by the device cannot be terminated at will by the called party and dial tone restored to the called party promptly upon termination of the call by the called party may not be connected to the telephone network.

Any prerecorded message issued by an automated dialing - announcing device shall be preceded by an announcement which states the name and address of the calling party, the purpose of the message, and that the message is coming from automated equipment.

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3. General Rules and Regulations (cont'd)

3.3 Obligation and Liability of the Company (cont'd)

B. Liability of the Company

1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in transmission occurring in the course of furnishing service and not caused by negligence of the customer shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur in excess of 36 hours after notification has been made.
2. The customer indemnifies and saves the Company harmless against the following:
 - a. Acts or omissions of other companies when their facilities are used in connection with the Company's facilities to provide service.
 - b. Any defacement or damage to the customer's premises, resulting from the existence of the Company's facilities (demarcation point and drop) on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
 - c. Any accident, injury or death occasioned by its equipment or facilities when such is not due to negligence of the Company.
 - d. Claims for libel, slander, content or infringement of copyright arising from the material transmitted, or recorded, over its facilities; claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the customer; and all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.
 - e. Liability for failure to provide service.

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**Exchange Tariff
South Dakota**

**PUC SD No. 3
Original Sheet No. 3-6**

Issued: August 10, 2007

Effective: September 24, 2007

3. General Rules and Regulations (cont'd)

3.3 Obligation and Liability of the Company (cont'd)

B. Liability of the Company (cont'd)

- f. Liability for telephone directories except as outlined in Section 3.3.A.5.

C. Limited Communication

The Company reserves the right to limit use of communication services when emergency conditions cause a shortage of facilities.

D. Resale of Service

Resale of Company exchange telecommunications service is provided as specified by FCC rules and as authorized by the Public Service Commission. Resale rates are not provided in this tariff.

E. Payment for Service

The subscriber is required to pay all charges for services rendered by the Company, both exchange and toll, in accordance with provisions contained in this tariff.

3.4 Establishment and Furnishing of Service

A. Application For Service

1. Applications for establishment of telephone service may be made to the Company orally or in writing. The application is considered complete upon validation of and receipt of address and all other relevant information to establish and maintain service. These applications become contracts upon approval or establishment of service and shall be subject at all times to the lawful rates, charges and regulations of the Company.
2. Requests from customers for additional service or equipment may be made orally or in writing and, upon approval or installation of the service, become a part of the original contract, except that each such additional item is subject to the appropriate Tariff rates, charges and initial contract period, if any.

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**Exchange Tariff
South Dakota**

**PUC SD No. 3
Original Sheet No. 3-7**

Issued: August 10, 2007

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3. General Rules and Regulations (cont'd)

3.4 Establishment and Furnishing of Service (cont'd)

A. Application For Service (cont'd)

3. Any change in rates, charges or regulations authorized by the legally constituted authorities will act as a modification of all contracts to that extent without further notice.
4. The conditions of such contracts are subject to all provisions of this and other applicable tariffs.

B. Assigning and Changing of Telephone Numbers

The customer has limited rights in retaining their particular telephone number(s). The Company may change the telephone number of a customer whenever it considers it necessary in the conduct of its business, or in the public interest.

C. Alterations

The subscriber agrees to notify the Company of any alterations which will necessitate changes in the Company's wiring; and the subscriber agrees to pay the Company's current charges for such changes.

D. Cancellation

1. When an application or request for service, for which the minimum contract period is longer than one month, or special engineering, is canceled in whole or in part before service is established, the applicant or customer is required, on demand, to reimburse the Company for all expense incurred in connection with the application for service and the installation of the required equipment and facilities before notice of cancellation is received. Such charges are not to exceed the installation, construction and termination charges otherwise applicable if the service had been established.

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**PUC SD No. 3
Original Sheet No. 3-8**

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3. General Rules and Regulations (cont'd)

3.4 Establishment and Furnishing of Service(cont'd)

D. Cancellation (cont'd)

2. Where an order for service with one month minimum contract period, or with no minimum contract period specified, is canceled before establishment of service is completed and the cancellation is not caused by the Company, a charge equal to the costs incurred by the Company only for that portion of equipment and/or facilities wholly or partially installed not to exceed the service charges, construction charges or other one-time charges which would have otherwise been applicable to that portion of equipment and/or facilities wholly or partially installed, will apply.
3. When application for a service which has no general public application, requiring a special assembly of equipment, is canceled in whole or in part before the service is established, the applicant or customer is required, on demand, to reimburse the Company for all expenses which were incurred in connection with the application for and/or installation of service including but not limited to engineering costs, and which were incurred prior to notice of cancellation. This reimbursement practice will apply to all special assembly requests with the exception of inquiries.

RT COMMUNICATIONS, INC.

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South Dakota**

**PUC SD No. 3
Original Sheet No. 3-9**

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3. General Rules and Regulations (cont'd)

3.5 Use of Service and Facilities

A. Provision of Equipment

1. All equipment necessary, up to and including the point of demarcation, for the provision of a given service will be furnished and owned by the Company except as provided elsewhere in this Tariff. The customer may be required to provide suitable housing of other protective measures where equipment is to be installed in locations exposed to weather or other hazards. Commercial power will be furnished by the customer at a suitable outlet when and where required.
2. The Company will not install or maintain Inside Wire on a regulated basis after January 1, 1987.
3. Equipment not owned by the Company may be attached to the facilities of the Company as provided in Section 3.5.B. In case unauthorized attachment or connection is made, the Company shall have the right to discontinue the service.
4. The provisions of the preceding shall not be construed or applied to bar a customer from using devices which serve his convenience in his use of the facilities of the Company (such as a device to obtain quietness or privacy), provided any such device so used does not:
 - a. Endanger the safety of Company employees or the public.
 - b. Damage, require change in or alteration of, involve direct electrical connection to the equipment or other facilities of the Company, unless as provided for elsewhere in this Tariff.
 - c. Interfere with the proper functioning of such equipment or facilities.
 - d. Impair the operation of the communication system.
 - e. Otherwise injure the public in its use of the Company's services.

RT COMMUNICATIONS, INC.

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South Dakota**

**PUC SD No. 3
Original Sheet No. 3-10**

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3. General Rules and Regulations (cont'd)

3.5 Use of Service and Facilities (cont'd)

B. Customer Provided Equipment and Inside Wire

1. General

- a. Customer - provided equipment and/or inside wire may be connected at the customer's premises to facilities of the Company for use with local exchange service in compliance with FCC regulations.
- b. Customers may connect equipment, systems and/or inside wire registered or grandfathered by the FCC directly to the Company network.
- c. The General Regulations contained in Section 3 of this Tariff apply when the customer elects to provide his own equipment and/or inside wire. In any instance where the Tariff of the Company conflicts with an effective order of the FCC, the FCC order will have precedence.

2. Responsibility of the Customer

- a. Upon notification from the Company that the customer-provided equipment or inside wire is causing or is likely to cause harm, the customer shall make such change as is necessary to remove such harm. Failure to make such change will result in disconnection of service until such change is completed to the satisfaction of the Company.
- b. The customer may be required, as a condition of the service, to pay in full all sums due the Company including, but not limited to, non-recurring charges, termination charges, minimum charges, and reimbursement for loss or damage to Company facilities as may apply.

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South Dakota**

**PUC SD No. 3
Original Sheet No. 3-11**

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3. General Rules and Regulations (cont'd)

3.5 Use of Service and Facilities (cont'd)

B. Customer Provided Equipment and Inside Wire (cont'd)

2. Responsibility of the Customer (cont'd)

- c. A customer shall subscribe to, and be capable of providing operation for, sufficient quantities of local exchange service lines to provide adequate access to his customer-provided equipment and/or inside wire in accordance with accepted communications industry standards.
- d. The customer must provide all of the terminal equipment and/or inside wire on the customer's side of the point of demarcation between Company owned equipment and customer-owned equipment.
- e. Use of Company facilities or service in connection with any device for recorded public announcements is subject to the following conditions:
 - (1) For purposes of identification, customers to telephone service who transmit recorded public announcements over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided.
 - (2) Customers transmitting factual public announcements such as time, stock market quotations, airline schedules and similar information are excluded from the preceding condition.
 - (3) Non-published telephone service will not be furnished for use with recorded public announcements.
 - (4) Failure to comply with the provisions of this Tariff shall be cause for termination of the service.

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**PUC SD No. 3
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3. General Rules and Regulations (cont'd)

3.5 Use of Service and Facilities (cont'd)

B. Customer Provided Equipment and Inside Wire (cont'd)

2. Responsibility of the Customer (cont'd)

- f. Customer-provided systems, equipment, and inside wire must comply with the requirements of Part 68 of the Rules of the Federal Communications Commission.

3. Responsibility of the Company

- a. The Company shall not be responsible to the customer for changes in the technical criteria or in any of the facilities, operations or procedures initiated by the Company or appropriate regulatory agencies which might render any customer-provided equipment obsolete or require modification or alteration of such equipment or otherwise affect its use or performance. The Company will make a reasonable effort to notify a customer in advance of changes in technical criteria, operations or procedures which might affect customer-provided equipment or systems.
- b. The Company shall not be responsible for the installation, operation or maintenance of any customer-provided communications systems, equipment, or inside wire, on a regulated basis.

C. Abuse or Fraudulent Use of Service

Local exchange service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. The Company may disconnect service which is used in such a manner as listed below. In case of such disconnection, the Company will immediately attempt to notify the customer, as permitted by law.

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3. General Rules and Regulations (cont'd)

3.5 Use of Service and Facilities (cont'd)

D. Abuse or Fraudulent Use of Service (cont'd)

Abuse or fraudulent use of service includes the following:

1. The use of service used in such a manner as to interfere with the service of other telephone users.
2. The use of service for any purpose other than as a means of communication.
3. Tampering with company equipment for the purpose of obtaining service without payment of charges applicable to the service rendered by the Company or common carriers using the Company's facilities.
4. The use of profane or obscene language.
5. The impersonation of another individual with fraudulent or malicious intent.
6. The use of service which is objected to by or on behalf of any governmental authority on the grounds that such service is used for illegal purposes.

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**PUC SD No. 3
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3. General Rules and Regulations (cont'd)

3.6 Payment For Service

A. Customer Responsibility

The customer is responsible for payment of all charges for facilities and services furnished the customer, including charges for services originated, or charges accepted, at such facilities.

B. Payment of Bills

1. All charges for exchange service, equipment, and facilities exclusive of charges for local messages in excess of the monthly allowance and toll messages, are payable monthly in advance. Charges for local messages in excess of the monthly allowance and toll messages are payable monthly except that the Company reserves the right to require payment of such charges at more frequent intervals.
2. Where the rates and charges to be charged for a particular service is determined by applying a percentage or similar factor to a quoted rate, and such computation results in a fraction, the charge for the service shall be computed to the nearest cent, a half cent being increased to the next higher cent.
3. In the event that payment from a customer is less than the total amount of all charges owing to the Company and the customer does not specifically designate the manner in which to apply said payment, the partial payment should be applied first to satisfy the basic exchange service billing, then the local exchange company's intraLATA toll billing, and finally the interconnecting carriers' billing in proportion of the amount of each billing to the total billings of these carriers.

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**Exchange Tariff
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**PUC SD No. 3
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3. General Rules and Regulations (cont'd)

3.6 Payment For Service (cont'd)

B. Payment of Bills (cont'd)

4. Payment of bills for telephone service may be made by check, automatic withdrawal for payment, money order or cash. Payment by check which is not honored or paid by the payor bank will be considered as nonpayment. All charges for exchange and toll service are payable only in lawful money of the United States.
5. The customer bill is due upon receipt. Customers have the following options as to the method of paying bills for telephone service:
 - At any Company payment depository location;
 - At the business office of RT Communications
 - By U.S. Mail, by check or money order only;
 - Automatic withdrawal for payment.
 - Credit or Debit Card. (N)
6. In order to avoid collection procedures which could result in a temporary disconnection of service, payment must be received no later than the past due date indicated on the customer's bill.
7. Payments received by the Company on or before the past due date on the customer's bill will prevent collection procedures which could result in a disconnect of service, provided the following billing information is remitted with payment:
 - Customer's name;
 - Customer's telephone number;
 - Full amount of payment.
8. Payments received by the Company after the past due date on the customer's bill, but at least one day before the termination date on the suspension notice, may result in discontinuance of the customer's service unless the following billing information is remitted with payment:
 - All of the items enumerated in 3.6.B.7., or
 - The customer's advised final payment date before discontinuance for nonpayment.
9. Payments less than full amount past due may result in discontinuance of service(s) unless satisfactory payment arrangements have been made.

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3. General Rules and Regulations (cont'd)

3.6 Payment For Service (cont'd)

B. Payment of Bills (cont'd)

10. The Company will not be responsible if a customer's telephone service is discontinued after payment has been remitted, unless the payment is made as set forth in 7, 8, or 9 preceding, as applicable.

11. Late Payment Charge

a. A late payment charge of 1.20% applies to all billed balances which are not paid by the billing date shown on the next bill, unless the balance is \$15.00 or less.

EXCEPTION: , A late charge of 1.5% applies to all billed balances which are not paid within 45 days after receipt of the bill by any department, agency, political subdivision or other instrumentality of the State.

b. Collection procedures, temporary disconnection of service, and the requirements for deposit are unaffected by the application of a late payment charge.

c. The late payment charge does not apply to the following:

- Billed amounts under dispute that are resolved to the Company's satisfaction, in the customer's favor.
- Bills rendered more than 10 days after bill date.

C. Advance Payment and Deposits

1. Advance Payments

a. In accordance with Company practice requiring that all regularly recurring charges for services, equipment, and facilities be paid monthly in advance, an applicant for telephone service, equipment or facilities, may be required to pay in advance at the time application for such is made, the installation charges and/or service and equipment charges applicable, together with at least one month's charges for the services, equipment, and facilities applied for, and where necessary, in the opinion of the Company, the estimated amount of construction charges. An applicant to buy facilities or equipment may be required to pay the sales price in advance, at the time of application, if in the opinion of the Company such is necessary to satisfy reasonable credit standards.

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3. General Rules and Regulations (cont'd)

3.6 Payment For Service (cont'd)

C. Advance Payment and Deposits (cont'd)

1. Advance Payments (cont'd)

- b. The amount of the advance payment will be credited to the customer's account and applied to any indebtedness under the contract for services, equipment, and facilities furnished, for any applicable rates and charges and for toll messages.

2. Deposits

- a. When the Company deems it necessary, in protecting its earned revenues, an applicant for service or a present customer may be required to make and keep intact a deposit in such amount as may be required from time to time by the Company as a guarantee of the payment of charges for services rendered. The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the regulations of the Company as to advance payments and the modification of the regular practices of the Company providing for the discontinuance of service for the non-payment of any sums due the Company for services rendered.

- b. When the service is terminated, the amount of the deposit with interest computed from the date of its receipt by the Company to the date of discontinuance of service will be returned to the customer less such sums as may be due the Company for services rendered. However, if the Company deems the deposit no longer necessary, it may return the deposit prior to the discontinuance of service, in which case interest will be computed to the date of the notice to the customer that the deposit will be returned.

- c. The deposit will bear interest, as required or allowed by state laws and regulations. (C)
(C)

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South Dakota**

**PUC SD No. 3
Original Sheet No. 3-18**

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3. General Rules and Regulations (cont'd)

3.7 Adjustment of Charges

A. Interruptions

1. For the purpose of applying this provision, the word interruption shall mean the inability to complete calls either incoming or outgoing or both. Interruption does not include and no credit allowance shall be given for service difficulties such as slow dial tone, busy circuits or other network and/or switching capacity shortages.
2. The credit allowance will not apply where service is interrupted by the negligence or willful act of the customer or the failure of facilities provided by the customer, or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of unlawful or improper use of the facilities or service, or any other reason covered by the Tariff.
3. No credit allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the customer is responsible for providing electric power.

B. Service Guarantee Credit

For basic local exchange service customers who experience an interruption as outlined in A. for more than 24 hours, this guarantee credit will apply. The company will credit a customer's account by an amount equal to the monthly rate for one month of basic exchange service (Network Access Line Service), if the customer reports an out-of-service condition that has deteriorated service to the extent that the customer cannot make local calls or cannot receive local calls or cannot use the service for voice-grade communications because of cross talk, static, or other transmission problems, and service is not restored (1) within sixteen hours after the report of the outage if the customer notified the Utility that the service outage creates an emergency for the customer or (2) within twenty-four hours after the report of the outage if no emergency exists, except that outages reported between noon on Saturday and 6:00 p.m. on the following Sunday must be restored within forty-eight hours or by 6:00 p.m. on the following Monday, whichever is sooner.

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3. General Rules and Regulations (cont'd)

3.8 Special Taxes, Fees, Charges

A. Franchise Fees / Taxes

Insofar as practicable, any franchise or occupation tax levied by a local government exceeding 1% of the Company's gross receipts for local exchange services shall be billed by the Company to its customers receiving service in the jurisdictional limits of the governmental entity.

Franchise fee/tax is applied per dollar of local revenue. The percentage is set by the applicable city, county or state government agency.

B. Hearing or Speech Impaired Program

In compliance with Legislative Enrolled Act No. 110 (W.S. 16-9-201 through 16-9-210), which became effective July 1, 1991, a "special fee" will be collected from local service subscribers in order to establish a program for providing telecommunications services to the communications impaired. (Communications impaired means hearing or speech impaired individuals as defined by the Americans with Disabilities Act of 1990, Title IV, Section 401).

The special fee will be determined annually by the Committee on Telecommunications Services for the Communications Impaired. The fee will be applied monthly, per access line, not to exceed more than one hundred access lines per account.

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3. General Rules and Regulations (cont'd)

3.8 Special Taxes, Fees, Charges (cont'd)

C. State High Cost Fund Surcharge

States may establish a surcharge in order to establish or maintain a high cost fund for phone service. This surcharge if any will be passed through, or as appropriate assessed to the customer..

D. 911/E911 Surcharges

City, County or State agencies may establish surcharges or taxes in order to cover expenses or charges for services utilized in the provision of emergency reporting systems such as 911/E911. These taxes, as established by the appropriate jurisdictional governmental agency, will be passed through to the customer.

E. Low Income Assistance

The Telephone Assistance Program (TAP) provides for a discount on the recurring monthly rate for the provision of local residence service for certain eligible customers. A surcharge of \$0.02 per line will be assessed monthly to fund this program.

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3. General Rules and Regulations (cont'd)

3.9 Minimum Contract Periods and Termination of Service

A. Minimum Contract Period

Except as herein provided, the minimum contract period for all services and facilities is one month at the same location.

The Company may require a minimum contract period longer than one month at the same location in connection with special (non-standard) types or arrangements of equipment, or for unusual construction necessary to meet special demands, and involving extra cost.

Service will not be installed for a period of less than one month unless the subscriber pays, in addition to one month's rental, the cost of installation and removal of the necessary facilities.

B. Termination of Service - Subscriber's Request

Service may be terminated prior to the expiration of the minimum contract period upon notice being given to the Company, and upon payment of any applicable termination charges, in addition to any applicable charges due for service which has been furnished.

In the case of service for which the minimum contract period is one month, termination will require that charges due for the balance of the minimum period be paid.

For special equipment, the charges will be based on the individual circumstances in each case as agreed upon at the time of installation.

Contracts for periods longer than one month covering services which installations which required line extensions may be terminated upon payment of all charges that would accrue to the end of the contract period.

Alternatively, the contract may be transferred to a new applicant who is to occupy the same premises and will subscribe to the service effective on the day following termination by the original subscriber upon agreement by the new applicant to assume the responsibilities of the contract.

Service may be terminated after the expiration of the initial contract period, upon the Company being notified, and upon payment of all charges due to the date of termination of the service.

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3. General Rules and Regulations (cont'd)

3.9 Minimum Contract Periods and Termination of Service (cont'd)

C. Termination of Service by the Company

1. Service may be discontinued for any of the following reasons:
 - a. Nonpayment of an undisputed delinquent charge.
 - b. Failure to post a required deposit or guarantee.
 - c. Unauthorized use of the Company's equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment.
 - d. Failure to substantially comply with terms of a settlement agreement.
 - e. Refusal after reasonable notice to permit inspection, maintenance, or replacement of Company's equipment.
 - f. Material misrepresentation of identity in obtaining telecommunication utility service.
 - g. As provided by state or federal law.
 - h. Nonpayment of undisputed, delinquent state or interstate long distance charges billed by the Company or undisputed, delinquent exchange charges including any FCC-approved end user charges or both.
 - i. In the event of the abandonment of service.
 - j. Use of foul or profane language over the lines of the Company.

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**PUC SD No. 3
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3. General Rules and Regulations (cont'd)

3.9 Minimum Contract Periods and Termination of Service (cont'd)

D. Procedures for Discontinuance of Service

1. A written notice shall be sent by first class mail no less than seven (7) days prior to discontinuance of service.
 - a. Service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the offices of the Company are not open to facilitate reconnection of service, or on a day immediately preceding such day. Service shall not be discontinued for a non-payment of a delinquent charge until seven (7) days after a charge has become delinquent.
 - b. Notwithstanding any other provisions of this tariff, service to a customer may be discontinued at any time after written notice has been sent, certified mail, to such customer at the last known address and at the address where the service is to be discontinued. This rule applies in the following situations:
 - 1) The customer incurs charges not covered by a deposit or guarantee and evidences an intent not to pay such charges when due.
 - 2) The customer damages or evidences of an intent to damage the Company's facilities.
 - 3) The notice required by paragraph 3.10.D shall state how a customer has evidenced an intent not to pay charges when due or evidences an intent to damage the company's facilities.

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South Dakota**

**PUC SD No. 3
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3. General Rules and Regulations (cont'd)

3.9 Minimum Contract Periods and Termination of Service (cont'd)

D. Procedures for Discontinuance of Service (cont'd)

2. Immediate disconnect will result when one of the following occurs:

- a. Service will be discontinued when the customer fails to comply with the provision(s) of an agreed upon payment arrangement.
- b. When the customer renders a Non-Sufficient Funds (NSF) check for past due amount.
- c. When a customer materially misrepresents their identity in obtaining telecommunications service.

3.10 Charges for Damages

In situations where impairment or interruption of service is caused by tampering with Company wiring or equipment, the customer instigating such tampering or the person causing the damage will be billed the full cost of labor and materials required to reestablish normal service.

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**Exchange Tariff
South Dakota**

**PUC SD No. 3
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4. Local Exchange Service

4.1 Description

Local exchange service provides for calling within the boundaries of the RT Communications exchanges and to designated EAS exchanges only. Interexchange Services are provided to end users through Company or Interexchange Carrier message toll service tariffs. Access to end users for Interexchange Carriers offering interexchange services are provided under the Company's Interstate and Intrastate Access Services Tariffs. Local exchange service is subject to all terms and conditions as outlined in this tariff.

4.2 Terms and Conditions

A. Exchange Area

1. The Company develops exchange service areas to establish service within a defined geographical area.
2. List of Exchange Areas

Portions of Custer County South Dakota, part of RT's Wyoming Exchange of Newcastle.

RT COMMUNICATIONS, INC.

**Exchange Tariff
South Dakota**

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4. Local Exchange Service

4.2 Terms and Conditions (cont'd)

B. Credits from State High Cost Fund

. In the event RT receives funds from an applicable State High Cost Fund for the benefit of Customer, RT will, if required, credit such funds to Customer in accordance with the State's laws, rules and regulations.

(N)

(N)

RT COMMUNICATIONS, INC.

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4. Local Exchange Service (cont'd)

4.2 Terms and Conditions (cont'd)

C. Local Exchange Service

1. Business Rates Apply

- a. To any location where activities are of a business, trade, or professional nature.
- b. To any location where the listing of service at that location indicates a business, trade or profession.
- c. Where only one network access line is provided at a location which is both a residence and a business.
- d. To schools, hospitals, libraries, churches, lodges, and other similar institutions.
- e. To any telephone number where public evidence exists that the number is used for commercial purposes, such as but not limited to advertising through business cards, internet, letterhead, or media of general distribution.
- f. In the place of residence of a clergyman, physician, or other medical practitioner, provided the subscriber maintains an office in the residence or on contiguous property, and has only one local exchange service.

2. Residence Rates Apply

- a. To private residences where business listings are not provided and telecommunications services are not used to conduct business.
- b. In the place of residence of a clergyman, physician, or other medical practitioner provided the subscriber does not maintain an office in the residence, and a business line is provided to the same premises.

D. Exchange Zone / Locality Rate Areas (LRA)

1. One of a series of specified areas beyond the base rate area of an exchange.
2. Service is furnished in exchange zones / locality rate areas at rates in addition to the local exchange service rates.

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4. Local Exchange Service (cont'd)

4.2 Terms and Conditions (cont'd)

D. Exchange Zone / Locality Rate Areas (LRA) (cont'd)

3. Locality rate areas include the following:

<u>Exchange</u>	<u>Locality Rate Area</u>
Newcastle	Osage

4. Monthly Increments

<u>Zone / LRA</u>	<u>Rate Increment</u>
1	\$2.50
2	5.25
3	9.90

4.3 Extended Area Service

A. Description

1. Two-Way Extended Area Service (EAS)

EAS is an interexchange service that extends local calling areas between two or more exchanges. Once EAS service is initiated, calls made between these exchanges are considered local calls.

2. Two-Way EAS is non-optional between the following exchanges:

<u>Exchange Area</u>	<u>Exchange Areas Included In Extended Local Calling Area</u>
Moorcroft, Hulett, Upton, Newcastle	Range Telephone Cooperative

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South Dakota**

**PUC SD No. 3
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Cancels Original Sheet No. 4-5**

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4. Local Exchange Service (cont'd)

4.3 Extended Area Service (cont'd)

B. Rates and Charges

1. Service and equipment charges associated with each specific local exchange service, located elsewhere in this Tariff, also apply.
2. The monthly EAS additives are specified below. Additives are in addition to the basic local service rates

Exchange Area

Business

Residence

Moorcroft, Hulett, Upton, Newcastle

\$2.21

2.21

(Z)

4.4 Service Station Lines

A. Descriptions

1. A Service Station Line is one that connects facilities provided by the end user to those owned by the Company for the provision of service.
2. Generally the Company will provide facilities for local exchange service within the exchange area. The option of Service Station Service applies in the following cases:
 - Where facilities would need to be extended to the applicant's location and the applicant is requesting temporary service.
 - Where the applicant is requesting service at a location outside of the exchange boundary.
 - Where facilities would need to be extended to the applicant's location within the exchange.
3. Service Station Service line applicants will be assessed any applicable nonrecurring charge(s) as identified in section 5. It is anticipated an extraordinary installation charge as defined in section 5 may be required.

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4. Local Exchange Service (cont'd)

4.4 Service Station Lines (cont'd)

A. Descriptions (cont'd)

4. Service station associations are required to appoint a secretary / representative to transact all business with the Company. An association is required to execute, through its delegated representative, an agreement with the Company covering the privileges and obligations of either party to the other.
5. Upon written notice, service may be discontinued on any line or lines at the option of the Company when the service station association or the owner of the service station line neglects or refuses to make such additions, replacements, changes and/or repairs as may be necessary to place the line or lines and equipment in condition satisfactory to the Company for furnishing adequate service of the type established by the Company for the exchange zone area in which the service stations are located.
6. The Company may limit the number of telephones connected to a service station line in order that the general quality of telecommunications service may be maintained. The association's representative will report immediately to the Company any installations or removals of telephones on a service station line.
7. A line will not be terminated at more than one CO. Lines will not be interconnected except as provided through the Company's CO unless permission for such interconnection is granted in writing.
8. Both business and residence stations may be connected with the same service station line.
9. Except as specifically provided herein, the furnishing of service will be subject to standard rules and regulations. Where the provisions of any equipment require unusual installation, an extraordinary installation charge will be applicable.

B. Service Stations Connected with a Central Office (CO)

1. The local service area for customers will be the same as for other customers connected with the CO at which the service station line terminates. All customers on any one service station line must have the same local service area.

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4. Local Exchange Service (cont'd)

4.4 Service Station Lines (cont'd)

B. Service Stations Connected With a Central Office (CO) (cont'd)

2. The service station rates shown herein provide for the necessary switching at the CO and allow each customer one listing in the alphabetical section of the directory.
3. Charges for exchange service, toll service, etc., will be billed to the individual service station customer or, in the case of service station associations, billing may be to the association. Bills to the association will be rendered in the name of the individual customers and sent to the authorized representative of the association for payment. The representative of the association will be held responsible for the payment of such accounts.
4. The Company will provide and maintain the necessary circuit between the CO and a mutually agreed upon junction point. Service station customers will be required to construct and maintain the necessary circuit or circuits and pole lines beyond such junction point.
5. Special Service Agreements
 - a. Service station circuits may, under separate agreement, be attached to poles of the Company.
 - b. Service station lines may be connected with one, two or four or eight party lines of the Company. The regular main station line rates plus the appropriate exchange zone increments will be applicable for each main station line connected.

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4. Local Exchange Service (cont'd)

4.5 Low-Income Assistance Programs

A. Lifeline (Telephone Assistance Program)

1. Definition

The Telephone Assistance Program (TAP) provides for a discount on the recurring monthly rate for the provision of local residential service for certain Medicaid eligible customers.

2. Application

- a. The TAP discount is only available to residence customers who meet eligibility requirements established through section 37-2-302 of State Statutes. Subscription to services will only be allowed at the principal residence of subscribers certified by the Wyoming Department of Family Services, its successor agency or the equivalent tribal authority.
- b. Eligible Lifeline/TAP subscribers will receive credits or discounts to the normal local rates as follows:

<u>Residential Access Line</u>	<u>Monthly Credit or Discount</u>	
Federal Baseline Lifeline Reduction	\$6.50	(C)
Federally Funded Reduction in Local Rate	\$1.75	
State Matching Local Rate Reduction	\$3.50	
Federal Matching of State Reduction	\$1.75	

The discount will be applicable to the following local exchange services. In no case will the discount exceed the rate charged for the grade of residential service subscribed to by each individual:

- Individual flat rate residential service.
- Service station residential service

c. Services covered under the Lifeline/TAP offering include:

- i. Voice grade access to the Public Switched Network
- ii. Access to emergency services
- iii. Access to operator services
- iv. Access to Interexchange services, unless toll blocking is chosen
- v. Access to directory assistance
- vi. Toll blocking – total (C)

(D)

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Original Sheet No. 4-9**

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4. Local Exchange Service (cont'd)

4.5 Low-Income Assistance Programs (cont'd)

A. Lifeline (Telephone Assistance Program) (cont'd)

3. Funding

The total cost of providing the Telephone Assistance Program shall be funded from a uniform monthly surcharge of \$.02 to each residential access line and each business access line, not to exceed one hundred (100) lines per customer.

4. Regulations

- a. The TAP discount will begin with the date the Company receives a valid application from the customer or when new service is established for a qualifying customer. The discount will be prorated on the basis of a 30-day month from the effective date of the customer's application.
- b. The regular service and equipment charges and regulations applicable to the service offerings specified in 5.4 will apply for initial service establishment. Eligible subscribers may request the Link Up plans identified in (B) below. The service and equipment charges for current subscribers to change to or from this program due to eligibility status will be waived.
- c. The discount is applicable only to a single residence line at the principal residence of the eligible subscriber.
- d. Customers must provide recertification from the appropriate agency for which they qualify for the Lifeline/TAP service and must notify the Company when they are no longer participants in the Program.
- e. Lifeline will not be furnished on Foreign Exchange (FX) circuits.

5. Rates and Charges

- a. Local service options as identified in 4.9 will be applicable for the Lifeline discounts. Discounts will be applied to the class of service chosen by the customer up to the amount charged for that class of service.

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4. Local Exchange Service (cont'd)

4.5 Low-Income Assistance Programs (cont'd)

B. Link Up America

1. Link Up America provides South Dakota residents who qualify for the Federal Communication Commission's Link Up America Program a discount on installation charges. A 50% discount (up to \$30.00) will be applied on access line service and equipment charges to connect service at a new address. This discount applies on a single line at the principal place of residence for the applicant.

In addition, the customer may defer payment on up to \$200 of the above charges without interest for a period not to exceed one year. The deferred charges do not include any permissible security deposits required. Payments shall be equally paid over a twelve month period. If any payments are delayed, interest shall accrue from that day forward.

2. The following eligibility criteria will apply:
 - a. Eligibility will be established based on the same criteria as eligibility for Lifeline services, or through the additional programs listed in c. below.
 - b. Applicant must not be a dependent for federal income tax purposes, unless he or she is more than 60 years of age.
 - c. Applicant must be currently receiving benefits from one of the following four programs administered by the South Dakota Department of Health and Social Services.
 - Supplemental Security Income (SSI)
 - Aid to Families with Dependent Children (AFDC)
 - Food Stamps
 - Low Income Energy Assistance Program (LIEAP)

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4. Local Exchange Service (cont'd)

4.6 Concession Service

Full-time employees will be provided with local exchange service, and all custom calling or CLASS features where available, without charge as excess capacity allows. Non-recurring Charges will not apply on services provided to full-time employees.

4.7 Touch-Tone Calling Service

A. Description

Touch-Tone Calling Service is a distinctive type of telephone service using audible voice frequency tones to actuate the CO equipment. Touch-Tone Calling is provided as part of the local service rate.

4.8 Foreign Exchange Services

A. Description

Foreign Exchange (FX) Service provides dial tone from a wire center in an exchange from which the customer is not normally served. The wire center in which the customer resides is commonly referred to as the "Closed End" and the wire center that provides the dial tone is referred to as the "Open End". This service is available to either residence or business customers but will not be provided for resale.

B. Regulations

1. Where facility conditions permit, the Company will provide FX Service at the rates shown herein. Where FX Service is furnished at remote or isolated locations, or where facilities are not available, or where unusual costs are involved, additional service and equipment, construction, and/or monthly charges may apply.
2. FX Service is normally furnished to a single customer premises. Where facility conditions permit, up to two additional points may be added.
3. Message Toll Calls

Message Toll rates are applicable in connection with FX Service when calls are made outside the dial tone wire center's local calling area.
4. Foreign Exchange Service is not furnished in connection with party line, public or semipublic services.

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4. Local Exchange Service (cont'd)

4.8 Foreign Exchange Services

C. Rate Regulations

1. Local Exchange Service rates as identified in Section 4.9 will apply on the open end of the FX circuit.
2. Facilities from the customer's premises to the dial tone wire center (closed end) will be provided via voice grade special access service. The rates for Voice Grade Special Access Service are those identified in the Company's Intrastate Access Tariff.
3. In situations where a portion of the Foreign Exchange Service is provided by another company, the charges from their appropriate tariff(s) will apply and will be billed by that Company

4.9 Exchange Rates

Unless otherwise specified, the charges quoted in this tariff are for the period of one month and entitle the subscriber to basic local exchange telephone service and local messages. Incremental charges as shown in 4.2.D apply for service outside the exchange base rate area.

		Monthly Rate		
		<u>Per Line</u>	<u>USOC</u>	
A.	Local Exchange Service			
	Residence Individual Line	\$ 23.99	1FR	(I)
	Business Individual Line	\$ 23.99	1FB	(I)
B.	Service Station Lines			
	Residence 1-Party Flat Line	\$ 23.99	1SS	(I)
	Business 1-Party Flat Line	\$ 23.99	SB1	(I)

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4. Local Exchange Service (cont'd)

4.9 Exchange Rates (cont'd)

C. Lifeline (Telephone Assistance Program)

Telephone Assistance Program rates are the Local Exchange rate as identified in A. above less discounts as identified in 4.5.A.2.b.

D. Foreign Exchange Service

1. Closed End

a. Channel Termination

The appropriate Channel Termination rate from the Company's Intrastate Special Access Service Tariff will apply.

b. Interoffice Facilities*

The appropriate Channel Mileage Termination (s) and Channel Mileage Facility per Mile rates from Company's Intrastate Special Access Service Tariff will apply.

2. Open End

a. Local Exchange

The appropriate Residence or Business Rate from this Section will apply.

b. Interoffice Facilities

The appropriate Channel Mileage Termination (s) and Channel Mileage Facility per Mile rates from Company's Intrastate Special Access Service Tariff will apply.

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4. Local Exchange Service (cont'd)

4.10 Seasonal Service

1. Upon the request of the customer, telephone service may be temporarily suspended at a rate of 50% of the basic monthly rate (4.9A), the zone charge (4.2.D.4), and EAS charges (4.3.B.2), as applicable, for that service.
2. Suspension of services with minimum contract periods will extend the minimum contract period to a term sufficient to recover revenues equivalent to those which would have been received in the contract period.
3. Seasonal Service discounts apply to local monthly basic service residential and business rates only.
4. Seasonal Service provides for the reservation of the customer's telephone number and facilities for up to a maximum of six (6) months.

(N)

(N)

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5. Non-Recurring Charges

5.1 General

- A. The Term “Non-Recurring Charge” is used to define the charge and charges associated with establishing, installing, changing, programming, and/or modifying service.
- B. Non-Recurring Charges are in addition to any other scheduled rates and charges applicable under this tariff. They apply in addition to and not in lieu of recurring charges, mileage charges, or construction charges made because of unusual costs in establishing service.
- C. Non-Recurring Charges may be payable at the time application is made for the particular service or facility, and prior to the establishment of service, or upon presentation of a bill. Service may be established in advance of payment in the case of Non-Recurring Charges for additions to the service of existing customers.
- D. Basic charges specified herein do not contemplate work being performed by Company employees at a time when overtime wages apply due to the request of the customer nor do they contemplate work begun interrupted by the customer. If the customer requests that overtime labor be used or interrupts work once begun, extraordinary installation charges may be assessed in addition to the specified basic charges. This charge will be compensatory given any special work performed at the request of the customer including all costs, overhead and authorized margin.

5.2 Types of Non-Recurring Charges

A. New Service Establishment Charge

When a new customer requests service from the Company, or when an existing customer moves from one location to another, a service order establishment charge will be assessed. This charge is applicable for work performed in: taking the initial request for service, receiving, recording, processing, making necessary field connections, and making central office connections and programming modifications. This charge will be assessed only on initial establishment of service by a customer at a given location.

B. Service Order Charge

This charge is applicable for work performed in receiving, recording, and processing information necessary to execute a customer’s request for changes to present services. Service Order Charges are caused by customer requests only.

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5. Non-Recurring Charges (cont'd)

5.2 Types of Non-recurring Charges (cont'd)

B. Service Order Charge (cont'd)

One service order charge is applicable for:

1. All items ordered at the same time for completion on the same date for the same line number.
2. Restoral of service that has been disconnected for nonpayment.
3. Move, change or addition of a service at an existing premises.
4. Addition to, or change in a directory listing.
5. Change in telephone number.

C. Field Visit Charge

This charge is applicable when work is performed in the field in conjunction with outside plant, installing Local Exchange service and/or other services utilizing outside plant facilities.

One field visit charge is applicable to the following:

1. Trips to field locations required for changes or modifications associated with any of the services provided by the Company.
2. Each move of the established service drop and/or the associated station protection device.
3. Trips to customer premises to isolate trouble, at the customer's request. If trouble is found on the customer side of the NID, a field visit charge will be charged.

D. Programming Change Charge

This charge is applicable for making physical connections within the central office or programming the central office or remote office switching equipment database for the purpose of providing, modifying or enabling local exchange services at a customer's request.

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5. Non-Recurring Charges (cont'd)

5.2 Types of Non-recurring Charges (cont'd)

D. Programming Change Charge (cont'd)

One service order charge is applicable for:

1. Each service order requiring programming or reprogramming of central office or remote office database.
2. Programming charges are not applicable when service is assumed by a different customer and there is no change of telephone number or service features.

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5. Non-Recurring Charges (cont'd)

5.2 Types of Non-recurring Charges (cont'd)

E. Extraordinary Installation Charge

Nonrecurring charges may be assessed on an individual case basis (ICB) when the expected time and materials required to complete an installation exceed the normally expected expenses by 10%. In such instances, the company will estimate the additional installation costs and provide the customer with an invoice prior to installation. Extraordinary Installation charges are anticipated for services such as trunk services and Enhanced Business Service.

5.3 Conditions Under Which No Non-Recurring Charges Apply

- A. To move or change a customer's telecommunications service or equipment when it is required or initiated by the Company.
- B. For all activities related to approved services for employees.
- C. Service re-established after destruction of the customer's premises by an Act of God or a public enemy, whether at the same or another location.
- D. Changes from non-published or non-listed directory listings to published directory listings using the same telephone number.
- E. Change of billing address

5.4 Rates

A.	New Service Establishment Charge	\$60.00
B.	Service Order Charge	\$12.00
C.	Field Visit Charge	\$48.00
D.	Central Office/Programming Charge	\$15.00
E.	Extraordinary Installation Charge	ICB

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6. N11 Services

6.1 911/E911 Universal Emergency Number Service

A. General

1. Universal Emergency Number Service, also referred to as 911 Service or E911 Service, is a telephone exchange communication service whereby one or more Public Safety Answering Points (PSAP) designated by the customer may receive telephone calls dialed to the telephone number 911. This service includes lines and equipment necessary (excluding CPE) for the answering, transferring and dispatching of public emergency telephone 911 calls originated by persons within the serving area. 911/E911 Service may include Selective Routing, Automatic Number Identification and Automatic Location Identification features.
2. The 911/E911 emergency number is not intended to replace the telephone service of the various Public Safety Agencies which may participate in the use of this number. The 911/E911 customer must subscribe to additional local exchange service at the PSAP for administrative purpose, for the placing of outgoing calls and for receiving other emergency calls, including any which might be relayed by Company operators.
3. The 911/E911 Service is offered subject to availability of facilities.
4. The 911/E911 customer may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for police, fire or other emergency services within the telephone Central Office area arranged for 911/E911 calling.
5. The Company may enter into a contract or contracts with the 911/E911 customer or with other telephone companies in order to effectuate the Company's provisions of 911/E911 service in accordance with, pursuant to, and subject to the terms, conditions and limitations of the Tariff. Any such contract(s) shall incorporate by reference the terms, conditions and limitations of this Tariff.
6. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

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**Exchange Tariff
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6. N11 Services (cont'd)

6.1 911/E911 Universal Emergency Number Service (cont'd)

B. Definition of Terms

1. Automatic Location Identification (ALI): An E911 feature by which the name and address associated with the calling party's telephone number (identified by the ANI feature as defined following) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off-premise, etc.) will be identified with the address of the telephone number at the main premise.
2. Automatic Number Identification (ANI): An E911 feature by which the calling party's telephone number is forwarded to the PSAP's Display and Transfer Units via the 911 Control Office.
3. Data Management System (DMS): A system of manual procedures and computer programs used to create, store and update data required to provide the Selective Routing (SR) and ALI features. Furnished only with E911.
4. Emergency Service Number (ESN): When Selective Routing is provided, the customer is responsible for identifying primary and secondary PSAP locations, as well as the unique combinations of police, fire, ambulance or any other appropriate agencies responsible for providing emergency service in the 911 serving area. An Emergency Service Number (ESN) is provided for each unique combination by the Data Management System (DMS). The customer will associate these ESN's with street address ranges or the mutually-agreed-upon routing criteria in the 911 serving area. The ESN's will be carried in the DMS to permit routing of 911 calls to primary and secondary PSAP's responsible for handling of calls from each telephone in the 911 serving area. Furnished only with E911.
5. Public Safety Answering Point (PSAP): An answering location for 911 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.
6. Selective Routing (SR): A feature that routes a 911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

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6. N11 Services (cont'd)

6.1 911/E911 Universal Emergency Number Service (cont'd)

C. Conditions

1. 911 Service is provided solely for the benefit of the customer operating the PSAP. The provision of 911 Service by the Company shall not be interpreted, construed or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the PSAP.
2. The Company does not undertake to answer 911 calls, but furnishes the use of its facilities to enable the customer's personnel to respond to such calls on the customer's premises.
3. Seasonal/Temporary suspension of service is not updated for part of the 911 Service.
4. The 911 Service information consisting of names, addresses and telephone numbers of Subscribers whose listings are not published in directories or listed in the Directory Assistance records is treated as strictly confidential except as indicated in (E) following.
5. End users dialing 911 forfeit the privacy afforded by nonpublished and unlisted telephone number service to the extent that the telephone number, address and name associated with the originating station location may be furnished to a PSAP. Information will be provided only for the purpose of responding to emergency calls.
6. The Company's entire liability to any person for interruption or failures of 911 Service shall be limited to the terms set forth in this section and other sections of this tariff.
7. The customer shall have the responsibility of discovering all errors, defects, and malfunctions, in the transmission of calls and data, data base(s), and overall operation of the system. The customer shall make such operational tests as, in the judgment of the customer, are required to determine whether the system is functioning properly for its use. The customer shall promptly notify the Company in the event the system is not functioning properly.

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6. N11 Services (cont'd)

6.1 911/E911 Universal Emergency Number Service (cont'd)

C. Conditions (cont'd)

8. The Company's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof whether caused by the negligence of the Company or otherwise shall not exceed an amount equivalent to the pro-rata charges for the service affected during the period of time that the service was fully or partially inoperative.
9. Each customer and/or end user also agrees to release, indemnify and hold harmless the Company from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or for any loss, damage or destruction of any property, whether owned by the customer or others.
10. The customer and/or end user also agrees to release, indemnify and hold harmless the Company for any infringement or invasion of the right or privacy of any person or persons, caused or claim to have been caused, directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the company, the customer, its user, agencies or municipalities, or the employees or agents or any one of them.
11. Because the Company serving boundaries and political subdivision boundaries may not coincide, it is the obligation of the customer to make arrangements to handle all 911 calls that originate from telephones served by Telephone Company Wire Centers served by the PSAP whether or not the calling telephone is situated on property within the geographical boundaries of the customer's public safety jurisdiction.

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6. N11 Services (cont'd)

6.1 911/E911 Universal Emergency Number Service (cont'd)

C. Conditions (cont'd)

12. Application for 911 Service must be executed in writing by each customer. If application for service is made by an agent, the Company must be provided in writing with satisfactory proof of appointment of the agent by the customer. At least one local law enforcement agency must be included among the participating agencies in any 911 offering.
13. The customer will furnish the Company upon request, its agreement to the following terms and conditions:
 - a. 911 calls will be answered on a 24-hour day, seven-day week basis.
 - b. The customer has the responsibility for dispatching the appropriate emergency service vehicles within the 911 Service area, or will undertake to transfer all 911 calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.
 - c. The customer will develop an appropriate method to respond to calls for non-participating agencies which may be directed to the 911 PSAP by calling parties.
 - d. The customer will provide CPE with capacity adequate for the number of incoming 911 lines recommended to be installed by the Company. It is the Customer's responsibility to ensure its CPE is compatible with the service(s) provided by the Company.
14. Offered solely as an aid in handling emergency calls in connection with fire, police and other emergencies and does not create any relationship or obligation, direct or indirect, to any person other than the 911 customer contracting for 911 Service. In the event of any interruption of the service, the Company shall not be liable to any person, corporation or another entity for any loss or damage in an amount greater than an amount equal to the pro rata allowance of the tariff rate for the service or facilities provided to the 911 customer for the time such interruption continues, after notice to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the 911 customer.

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6. N11 Services (cont'd)

6.1 911/E911 Universal Emergency Number Service (cont'd)

C. Conditions (cont'd)

15. With Selective Routing (SR) (E911), the customer is responsible for identifying primary and secondary PSAP locations as well as the unique combinations of police, fire and ambulance or any other appropriate agencies responsible for providing emergency service in the 911 serving area. An Emergency Service Number (ESN) will be provided for each unique combination by the Company. The customer will associate these ESN's with street address ranges or other mutually agreed upon routing criteria in the 911 serving area. These ESN's will be carried in the Data Management System (DMS) to permit routing of 911 calls to the primary and secondary PSAP's responsible for handling of calls from each telephone in the 911 serving area. The following terms define the customer's responsibility in providing this information:
 - a. Initial and subsequent ESN assignments by street name, address range, area or other mutually agreed upon routing criteria shall be furnished by the customer to the Company prior to the effective date of service.
 - b. After establishment of service, it is the customer's responsibility to continue to verify the accuracy of the routing information contained in the master address file and to advise the Company of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address annexations and other changes in municipal and county boundaries, incorporation of new cities or other matters that will affect the routing of 911 calls to the proper PSAP.
 - c. The Company will provide the customer, on request, a complete copy of the master address file to permit the customer to verify the accuracy of the police, fire and ambulance PSAP routing designations.
 - d. Changes, deletions and additions which the customer desires made to the master address file shall be submitted on an "as occurred" basis.
 - e. The Company will furnish customer a copy for verification showing each change, deletion and addition to the master address file.

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**PUC SD No. 3
Original Sheet No. 6-7**

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6. N11 Services (cont'd)

6.1 911/E911 Universal Emergency Number Service (cont'd)

C. Conditions (cont'd)

16. The rates charged for 911 Service do not contemplate the constant monitoring or inspection of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The 911 customer shall make such operational tests as, in the judgment of the customer, are required to determine whether the system is functioning properly for its use. The customer shall notify the Company in the event the system is not functioning properly.
17. In the absence of willful misconduct or gross negligence, no liability for any death or injury to any person or for any damage to property shall attach to the Company, its employees, agents, or representatives as a result of, or in connection with any situation in which the Company may be requested, required, have undertaken or participated in the tracing of a 911 call.
18. The customer recognizes that the addresses provided with Automatic Location Identification (ALI) (E911), are the same addresses that the Company maintains for its ordinary service, billing or directory records and the Company cannot unconditionally guarantee their existence or accuracy in emergency situations. Therefore, the customer recognizes that addresses should, where circumstances permit, be verified from a 911 calling party. When the customer becomes aware of any inaccuracies in the data provided by the ALI feature, it shall promptly notify the Company in writing. The Company shall make the correction within a reasonable time under the circumstances.

D. Rates

1. The rates and charges for 911 and/or E911 Service will be determined on an individual case basis (ICB). The rates will include equipment, non-recurring charges, and recurring monthly charges.

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6. N11 Services (cont'd)

6.1 911/E911 Universal Emergency Number Service (cont'd)

D. Rates (cont'd)

2. Non-recurring charges for 911 Service will be made to one "entity" (normally a city or county) based on actual costs. These charges will include, when applicable, one or more of the following expense items associated with the equipment or service provided.
 - a. Maintenance expense
 - b. Depreciation expense - including reusable and/or recoverable items
 - c. Administrative expense
 - d. Taxes - including Federal Income Tax
 - e. Any other specific items of expense that may be associated with the facility provided
 - f. An approved return on investment
3. The cost used in the derivation of the various expense items shall include the following:
 - a. Material
 - b. Material Overhead
 - c. Installation Labor
 - d. Installation Labor Overhead
 - e. Engineering Labor
 - f. Engineering Overhead
4. The monthly rate in addition to the charges set forth above shall be equal to the individual business one-party rate, per 911 termination.
5. The above rates apply in addition to applicable rates and charges for Special Access Services.
6. Non-recurring charges as specified in Section 5 of the tariff are applicable.

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6. N11 Services (cont'd)

6.2 N11 Service

A. Description

Certain N11 prefixes are for dialing ease in customer use. These prefixes may be utilized by various governmental or approved providers in public interest types of service offerings. Only the N11 services identified below are subject to the conditions of this section.

211 Service ("211") is a three-digit local dialing arrangement available in specified areas for the delivery of community information and referral services via voice grade facilities. Pursuant to Order 00-256, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 211 code is assigned for access to community information and referral services.

511 Service ("511") is a three-digit local dialing arrangement available in specified areas for the delivery of travel information services via voice grade facilities. Pursuant to Order 00-256, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 511 code is assigned for access to travel information services.

B. Terms and Conditions

1. N11 Service is available in RT Communications, Inc. territory only. To provide N11 access to end users in other company territory, or to a Competitive Local Exchange Carrier's (CLEC) end user, the N11 subscriber must make appropriate arrangements with the alternate company or CLEC serving that territory.
2. This service is provided subject to the availability of the N11 code.
3. N11 can be delivered via regular exchange access lines (by individual business line, PBX trunks, etc.).

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6. N11 Service (cont'd)

6.2 N11 Service (cont'd)

B. Terms and Conditions (cont'd)

4. Access to N11 is not available to the following classes of service:

- 1+
- 0+, 0- (credit card, third-party billing, collect calls)
- 101XXXX

In addition, operator assisted calls to the N11 subscriber will not be completed.

5. The N11 subscriber is restricted from selling or transferring the N11 code to an unaffiliated entity, either directly or indirectly.

6. N11 will not provide calling number information in real N11 subscriber needs this type of time to the N11 subscriber. If the information, the N11 subscriber must subscribe to a compatible Caller Identification Service as specified elsewhere.

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6. N11 Service (cont'd)

6.2 N11 Service (cont'd)

B. Terms and Conditions (cont'd)

7. Calls to the N11 code that translate to a disconnected number will be routed to intercept of the announcement facilities for a maximum of 60 days, when the N11 provider is a Company subscriber. The announcement provided may refer the caller to another telephone number. Callers placing calls to N11 from areas where N11 Service is not provided will be advised that the service is not available from their number.
8. Disputes regarding geographic coverage by two or more N11 subscribers will be referred to the South Dakota Public Service Commission.
9. The Company will provision the subscriber's order within a reasonable time, given the complexity of the order. The N11 subscriber will be billed the nonrecurring charge when the Company provisions the service.
- . If during this period the N11 subscriber has failed to establish service or decides to discontinue service establishment, the N11 code will be recalled and the code will be considered available for reassignment. If the network has been provisioned for the subscriber, the nonrecurring charges will not be refunded or waived.
10. Only a single seven or ten-digit local number or a single ten-digit toll-free number may be used as the point-to number.
11. N11 Service is provided where facilities permit.

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6. N11 Service (cont'd)

6.2 N11 Service (cont'd)

B. Terms and Conditions (cont'd)

12. The N11 subscriber should work separately with cellular or wireless companies to ascertain whether cellular or wireless customers will be able to reach community information and referral services provided by dialing N11.
13. N11 will be provided under the following conditions:
 - a. The subscriber will subscribe to adequate telephone facilities, both initially and subsequently as required in the judgment of the Company, to handle calls to N11 without impairing the Company's general telephone service or telephone plant.
 - b. The N11 subscriber is responsible for obtaining all necessary permissions, licenses, written consents, waivers and releases, and all other rights from all persons whose work, statements or performances are used in connection with the service, and from all holders of copyrights, trademarks, and patents used in connection with the service.
 - c. The N11 subscriber shall be liable for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, or any patent, trademark, copyright, or resulting from any claim of liable and slander.
 - d. Suspension of N11 Services is not allowed.

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6. N11 Service (cont'd)

6.2 N11 Service (cont'd)

B. Terms and Conditions (cont'd)

13. (cont'd)

e. The N11 subscriber will respond promptly to any and all complaints lodged with any regulatory authority against any service provided via N11. At the Company's request, the N11 subscriber will assist in responding to complaints made to the Company concerning the subscriber's N11 service.

f. The Company will provide both oral and written notification when a N11 subscriber's service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of N11. The Company reserves the right once notification is made to institute protective measure up to and including termination at any time and without further notice. The Company may take protective measure when the N11 subscriber makes no modification or is unwilling to accept modification in method of operation, or continues to cause service impairments.

14. The following conditions apply if the N11 subscriber provides a pre-recorded announcement:

a. The N11 subscriber will be responsible for and provide all announcements. The Company will provide only delivery of the call.

b. The Company's provision of access to the N11 network for transmission of announcements or recorded program services is subject to the availability of such facilities and the requirements of the local exchange network.

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6. N11 Service (cont'd)

6.2 N11 Service (cont'd)

B. Terms and Conditions (cont'd)

14. (cont'd)

c. The N11 subscriber assumes all financial responsibility for all costs involved in providing announcement or recorded program services, including, but not limited to, the recorder-announcement equipment producing the recording, advertising and promotional expenses.

d. The N11 subscriber assumes all financial responsibility, according to other specific rates and charges under tariff, for all facilities required to connect the recorder- announcement equipment located on the subscriber's premises.

15. The Company may take all legal and practical steps (including disconnection of this service) to disassociate it from N11 subscribers whose business and/or public conduct (whether demonstrated or proposed) generate unacceptable levels of complaints by end users.

16. The Company is not liable for any losses or damages of any kind resulting from the unavailability of its equipment, facilities or for any act, omission, or failure of performance by the Company, its employees or agents, in connection with this Price Schedule. The Company will be responsible for calls that cannot be completed as a result of repair of maintenance difficulties on Company facilities and equipment or on equipment owned or leased by the subscriber.

17. Calls placed to the N11 code will be routed to the point-to Number based upon the central office switch and/or the Number Plan Area (NPA) of the calling party. Routing based upon NPA and NXX, ten-digit telephone number of ZIP codes can be provided where technically feasible.

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6. N11 Service (cont'd)

6.2 N11 Service (cont'd)

C. Rates and Charges

1. A Service Establishment Charge will apply per point-to-number.
2. N11 subscribers will pay the normal tariffed charges for the local exchange access arrangements (e.g., PBX trunks, Centrex type service lines, etc.) used for transporting and terminating messages at the N11 subscriber's designated premises.
3. A Central Office Switch Activation charge will apply per central office translated to the point-to number and to change the point-to number.
4. Charges applicable to N11 Service are as follows:

	<u>Nonrecurring Charge</u>	
a. Service Establishment Charge		
• Per Point-to Number	\$50.00	(T)
b. Central Office Switch Activation Charge		
• Per Central Office Switch Translated	\$30.00	(T)
c. Charge per call routed	N/A	

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9. Specific Construction

9.1 Construction Charges

- A. Where the Company extends its facilities in order to furnish service to an applicant or applicants where telephone facilities are not available, the Company will provide facilities for each applicant based on the cost to provide service from the nearest point of access, as determined by the company.
- B. When extension of facilities is required beyond the nearest point of access, the Company will provide the applicant a construction charge allowance as determined by Company policy. In no case shall the allowance be less than seven (7) times the estimated annual local service revenue per premise for the extension.

The construction charge allowance will apply whether the Company chooses to place its facilities on either private property or public rights-of-way. The route established shall be determined by the Company.

- C. If the cost to provide service is greater than the construction charge allowance as provided for in B., above, construction charges may apply to each customer premise when service is established. Construction charges apply to all types, classes and grades of service.
- D. When construction charges are applicable, customers will have the option of Service Station Line Service as outlined in 4.4, above.
- E. Additional charges may apply as provided for in 9.4, following, for special service arrangements, temporary construction, or special requests for construction.

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**PUC SD No. 3
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9.2 Provisioning Agreement for Housing Developments (Agreement)

A. Description

Provisioning Agreement for Housing Developments (Agreement) is a contractual arrangement between the Company and the Developers/Builders for the provision of facilities from the central office to meet requests for service within new areas of development.

B. Terms and Conditions

1. An Agreement is required where Developers/Builders plan to develop four or more business/living units. Housing developments less than four living units will be treated according to the terms set forth under 9.1, above, or as mutually agreed upon between the Company and the Developer/Builder.
2. Residential/Commercial developments meeting the following criteria will be subject to the provisions of this section.
 - a. Developments containing four (4) or more residential /business units.
 - b. Mobile home parks, including additions of four (4) or more living units to existing mobile home parks, where lots are individually owned. For mobile homes specifically, the Company will provide service to a post provided by the owner of the home or a trailer stake provided by the company.
 - c. Developments which consist entirely of multifamily dwellings which have individual demarcation points.

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3. The following do not fall under the provisions of this section.
 - a. Mobile home parks, except as defined in 9.2.B.2.b, above.
 - b. RV parks platted for space rental on a short-term basis.
 - c. Existing or proposed RV parks requiring telephone facilities to individual spaces.
 - d. Marinas.
4. The Developer/Builder will provide trench and backfill for the facilities within the development and be responsible for those costs. To accommodate Developer/Builder coordination schedules the Developer/Builder has the option, with the Company's approval, of placing Company provided facilities in the trench.
5. The Agreement will include, but is not limited to: a description of the development; an addressed, recorded plat; easements and surface grade requirements.
6. The Company will provide the facilities at no charge to the Developer/Builder as long as the construction costs do not exceed seven (7) times the estimated annual local service revenue per lot. The Company will require payment by the Developer/Builder/Subscriber of all costs in excess of the cap prior to the start of any required construction.
7. Facilities covered in the Agreement cannot be used for subsequent developments until they are covered by a new Agreement. Subsequent changes to a development may necessitate a new Agreement.
8. An Agreement may vary terms and conditions as appropriate and the Company may reduce Developer/Builder payment for facilities in those instances where the Company determines it is in its best interest to do so.

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9.3 Developer Non-Participation

If a developer refuses to enter into an Agreement, the Company, at its option, may accept requests for service from individual customers in the subdivision/development area as provided in 9.1, preceding.

9.4 Other Construction or Conditions

A. Special Types of Charges

1. Where a special type of construction is desired by a customer, such as where underground construction is requested in locations where aerial construction would be regularly used, or where conditions imposed by the customer involved excessive costs, or where underground construction is legally required by ordinance, covenant, tract restriction or otherwise, the customer served by such facilities or the tract developer shall be required to pay the difference between the costs of the underground or other special type of construction and the average costs of construction normally used by the Company.
2. Where by ordinance or other legal requirements, existing aerial facilities are requested to be relocated underground in an areas where the Company would not, except for such request, relocate its facilities underground, the Company may charge the cost of such relocation to the customers requesting the relocation of such facilities.
3. Construction, nonrecurring or installation charges in connection with special assemblies, special facilities and special finishes of equipment will be based on the costs involved in each individual case.

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B. Temporary Construction

Where temporary construction is necessary to provide service, the applicant may be required to pay a construction charge equal to the estimated project specific labor and material costs of installing and removing the temporary construction. Customers requesting temporary construction may have the option of Service Station Line Service as outlined in tariff.

C. Construction Under Unusual Conditions

1. The Company may undertake the construction required to provide service outside of exchange areas. Agreements for such construction are to be handled on a case-by-case basis.
2. Customers requesting service outside of the exchange areas will have the option of requesting a Service Station Line as outlined in section 4.4, above.
3. Charges in excess of costs of normal provisioning will be applied where, at the request of the customer, the Company constructs a greater quantity of facilities than that which the Company would otherwise construct or normally utilize.

D. Underground Entrance Facilities Serving Nonresidential Buildings and Certain Residential Buildings on Continuous Property

The provision of underground facilities to serve nonresidential buildings and residential buildings, the first time service is established, with more than four living units including residential buildings being utilized as business establishments, except as covered in A. and B., preceding, shall be dependent upon the following conditions:

1. All Company wire and cable routes, entrance and/or tie facilities on private property shall be determined by the Company working with the building owner or his agent.

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D. Underground Entrance Facilities Serving Nonresidential Buildings and Certain Residential Buildings on Continuous Property (cont'd)

2. The owner shall furnish the Company with site plans showing building locations with sewer, water, gas, power and all other utilities' routes
3. Upon agreement to place underground communication facilities and compliance with these listed conditions, the Company shall furnish the owner a plan showing the location of proposed communications facility routes.
4. The owner shall provide reusable conduit, raceways, manholes, and hand holes in place (size and number specifications to be determined by the Company) from the central distributing point at the buildings to the Company designated facility point (e.g., pedestal, pole and/or property line, etc.). Such conduit shall be in place and the surface of the ground area must be brought into final grade in accordance with the Agreement.
5. The Company shall select the location of the facility point. The location may or may not be the closest property line and will be determined based upon the owner's plans and existing or proposed facilities.
6. The building owner or the customer shall be liable for restoration or repair for facilities damaged by their actions or that of their employees, contractors, or agents. Such liability shall include the restoration of the damaged site (e.g., restoration of asphalt, sod, concrete, landscaping, etc.).
7. Where, in the opinion of the Company, it is reasonably necessary to secure a written easement for the protection of the underground facilities to the buildings, the property owner shall execute and deliver the easement in a form satisfactory to the Company.
8. The cost of any rearrangements and/or rerouting of existing facilities to the buildings along with any restoration of the site will be borne by the customer and/or property owner requesting same.

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E. Buried and/or Underground Communications Facilities Serving Cluster and Mobile Homes

1. The provision of buried or underground communication facilities to serve cluster and mobile home complexes (single or multi-dwelling units which share in the ownership or use of common property) shall be dependent upon the following being made available to the Company:
 - a. A legally sufficient easement to accommodate the placing and maintaining of the common communication serving facilities (e.g., feeder and distribution cable, plus terminal pedestals or like device and access point cabinets). The surface of the easement area must be within compliance as per the Agreement prior to the installation of buried or underground communication facilities.
 - b. Reusable raceways or conduit(s) for the exclusive use of the Company facilities between the pedestal terminal or like device located in the easement and the entrance location of the unit or, in the case of a multi-dwelling building, units in which service is to be provided, or termination locations of the network interface for each mobile home location.
 - c. Where in the opinion of the Company it is necessary, the provision of adequate trenches and backfill suitable for the Company facilities, including trenches and backfill for the facilities located between the pedestal terminal or like device in the easement and protectors or network interface located on or near the customer premises.

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- E. Buried and/or Underground Communications Facilities Serving Cluster and Mobile Homes (cont'd)
2. If the design of the development does not allow for reusable and safe maintenance, repair or replacement of facilities, as determined by the Company, the property owner will be required to open the trench(es) necessary for the Company to maintain, repair, or replace its facilities. If the property owner is not willing to open the trench(es), the Company may refuse to work on the property, or the property owner may be required to pay the additional cost for the Company to open the trenches in order to repair, maintain or replace the facilities
 3. The property owner will be responsible for locating all privately owned facilities in the event the Company is required to repair, maintain, or replace its facilities.
 4. When a trench and backfill is provided for other utilities and services, the Company shall use such common trench, to the extent possible consistent with reasonable design criteria, easements or scheduling. In those instances where use of a particular common trench is inconsistent with reasonable design criteria, easements or scheduling, the Company shall make all reasonable efforts to resolve any disputes or differences for the purpose of utilizing said common trench to the maximum extent possible.
 5. In the event that the developer or owner of the subdivision or development requests the Company to provide the trench and backfill work or is unable to provide the trench and backfill work reasonable, or meet the agreed upon trench and backfill schedule, the Company shall provide such work at the developer's or owner's expense not to exceed the Company's cost. This amount shall be nonrefundable.
 6. If the Company and the property owner are not able to agree upon the requirements as stated above, the Company may, at its option, terminate its facilities at one mutually agreeable location on the property (point of demarcation). Facilities on the property owner's side of the point of demarcation to each premise will be the responsibility of the property owner