



DIVIDER
STATE OF NORTH DAKOTA
INFORMATION TECHNOLOGY DEPARTMENT
SFN 2053 (4-2002)

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PU-2948-03-577
Granite Telecommunications, LLC
Local Exchange
Public Convenience & Nece
Filed 10/7/2003 Closed 2/13/2004

03

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

(case title and number)

Granite
PU-2948-03-577

PROTECTIVE AGREEMENT

I understand that the Commission has granted Trade Secret protection to certain information filed by Granite in the captioned matter. I agree to keep the designated information confidential and to be bound by the terms of this agreement, North Dakota Administrative Code chapter 69-02-09, and any Commission order regarding trade secret protection issued in this case.

I intend to review the following trade secret information:

Financial Information

Dated: 1/5/3

Me. Delt

(signature of person reviewing information)

WARNING: A violation of this agreement may subject the violator to civil and criminal liability.

cgclprotagmt

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Pages: 2

Protective Agreements for Trade Secret

by Public Service Commission

02/16/2006

CC: Comm Legal Ilona Jerry

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

(case title and number)

GRANITE TELECOMMUNICATIONS, LLC
PO-2948-03-577

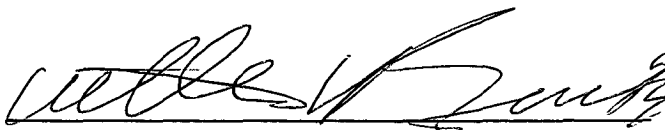
PROTECTIVE AGREEMENT

I understand that the Commission has granted Trade Secret protection to certain information filed by Granite Telecommunications, LLC in the captioned matter. I agree to keep the designated information confidential and to be bound by the terms of this agreement, North Dakota Administrative Code chapter 69-02-09, and any Commission order regarding trade secret protection issued in this case.

I intend to review the following trade secret information:

Financial reports

Dated: 12-16-03


(signature of person reviewing information)

WARNING: A violation of this agreement may subject the violator to civil and criminal liability.

Trade Secret Material shredded

by Public Service Commission

02/16/2006

CC: Comm Legal Ilona Jerry .



Public Service Commission
Receipt of Payment

Receipt# 5763

Received: 3/8/2004 Check# 3836 for \$273.38
Subject: Utility Valuation

Docket # PU-2948-03-577

Granite Telecommunications, LLC
234 Copeland Street
Quincy MA 02169

29 PU-2948-03-577

Pages: 1

Receipt# 5,763 \$273.38

by Granite Telecommunications, LLC

03/08/2004



Public Service Commission
State of North Dakota

COMMISSIONERS

Tony Clark, President
Susan E. Wefald
Kevin Cramer

Executive Secretary
Jon H. Mielke

600 E Boulevard Ave. Dept. 408
Bismarck, North Dakota 58505-0480
web: www.psc.state.nd.us
e-mail: ndpsc@psc.state.nd.us
TDD 800-366-6888
Fax 701-328-2410
Phone 701-328-2400

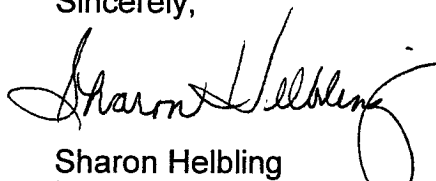
February 12, 2004

Stacey A Klinzman
Millar Isar Inc
7901 Skansie Ave Ste 240
Gig Harbor WA 98335

Dear Ms. Klinzman:

On February 12, 2004, the Commission issued Certificate of Public Convenience and Necessity No. 5090 to Granite Telecommunications, LLC to provide local exchange telecommunications services, with facilities, in North Dakota, Case No. PU-2948-03-577. The original certificate is enclosed for your files.

Sincerely,


Sharon Helbling
Public Utilities Division

sdh

Enclosure

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PU-2948-03-577

Pages: 1

Letter re approval

by Public Service Commission

02/13/2004

CC: Comm Legal Ilona Jerry

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

Granite Telecommunications, LLC
Local Exchange
Public Convenience and Necessity

Case No. PU-2948-03-577

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH

Sharon Helbling deposes and says that:

she is over the age of 18 years and not a party to this action and, on the **13th day of February, 2004**, she deposited in the United States Mail, Bismarck, North Dakota, **one** envelope with certified postage, return receipt requested, fully prepaid, securely sealed and each containing a photocopy of:

Order

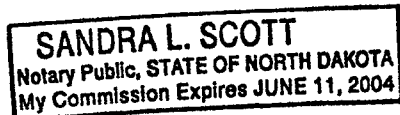
The envelopes were addressed as follows:

Stacey A Klinzman
Miller Isar Inc
7901 Skansie Ave Ste 240
Gig Harbor WA 98335
Cert. No. 7003 1680 0004 9646 3887

Each address shown is the respective addressee's last reasonably ascertainable post office address.

Subscribed and sworn to before me
this **13th day of February, 2004**.

SEAL



Sharon Helbling
Sandra L. Scott
Notary Public

APPROVED

MOTION

DATE: 2-12-04
Kmf

February 12, 2004

**Granite Telecommunications, LLC
Local Exchange
Public Convenience and Necessity**

Case No. PU-2948-03-577

I move the Commission adopt the Order and issue a certificate of public convenience and necessity authorizing Granite Telecommunications, LLC to provide facilities-based competitive local exchange telecommunication services in North Dakota, Case No. PU-2948-03-577.

JRL/sdh

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

Granite Telecommunications, LLC
Local Exchange
Public Convenience and Necessity

Case No. PU-2948-03-577

ORDER

February 12, 2004

On October 7, 2003, Granite Telecommunications, LLC of Quincy, MA, filed an application for a certificate of public convenience and necessity to provide facilities-based competitive local exchange telecommunications services throughout North Dakota.

On October 22, 2003, the Commission issued a Notice of Opportunity for Hearing, which provided until December 1, 2003 for receiving comments or hearing requests. No comments or requests for hearing have been received. In accordance with North Dakota Century Code chapter 49-03.1 and North Dakota Administrative Code section 69-09-05-11(3), the Commission's notice identified the following issues to be considered in this matter:

1. Fitness and ability of the applicant to provide service.
2. Adequacy of the proposed service.
3. Technical, financial and managerial ability of the applicant to provide service.

On December 10, 2003, Granite filed an Application for Trade Secret Protection seeking a protective order for certain financial information enclosed under seal. Commission staff filed its response recommending denial on December 18, 2003, and the Commission issued its Order denying trade secret protection on December 31, 2003. Granite responded on January 9, 2004 stating it would not contest the denial.

On January 13, 2004, the Public Service Commission's Director of Accounting filed a memorandum indicating that Granite has access to sufficient capital to provide service in North Dakota.

On January 14, 2004, the Commission discussed the issues in this matter with the applicant and Commission staff at an informal hearing. Additional financial information requested during the informal hearing was filed by Granite on January 28, 2004.

Granite is a privately held limited liability company organized under the laws of Delaware on April 1, 2002. Granite is authorized to provide resold and facilities-based

local exchange and resold interexchange services in several states and is in the process of obtaining authority nationwide. Granite became registered as a reseller of local and interexchange services in North Dakota on October 22, 2003.

Granite seeks facilities-based authority in North Dakota so it can combine UNE-P with resale products and offer a full range of interexchange and local exchange telecommunications services with a primary focus on business customers. Granite has no current plans to install facilities in North Dakota, but may do so in the future. Granite's price schedule for local exchange services is filed as Exhibit D to the application

Exhibit C to the application includes biographical information indicating that Granite management personnel have extensive telecommunications experience.

The Commission finds Granite's proposed service adequate.




The Commission finds Granite is fit, able, and has the technical, financial and managerial ability to provide service.

In this Case, as in other cases in which statewide authority was requested, the Commission will adhere to the precedent established in the AT&T certificate case, Case No. PU-453-96-83. In AT&T, the Commission held that its determination of the public interest with regard to the service territories of rural telephone companies is subject to any future proceedings under Section 251(f)(1) or (2) of the Telecommunications Act of 1996 (47 U.S.C. §251(f)(1) or (2)). The Commission also held that granting the certificate on a statewide basis is not a ruling that affects the rights of specific rural telephone companies under 47 U.S.C. §251(f).

Order

The Commission Orders the application of Granite Telecommunications, LLC for a certificate of public convenience and necessity to provide facilities-based competitive local exchange telecommunications services throughout North Dakota is GRANTED.

PUBLIC SERVICE COMMISSION

		
Susan E. Wefald Commissioner	Tony Clark President	Kevin Cramer Commissioner

**Public Service Commission
STATE OF NORTH DAKOTA**

Certificate of Public Convenience and Necessity

Certificate Number 5090

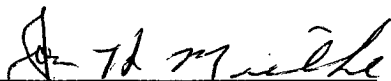
This is to certify that public convenience and necessity require, and permission is granted for Granite Telecommunications, LLC, a telecommunications public utility, to provide statewide interexchange (toll) telecommunications services, in North Dakota.

This certificate is issued in Case No. PU-2948-03-577 and is conditioned upon Granite Telecommunications, LLC securing the franchise or other authority of the proper municipal or other authority for the exercise of these rights and privileges.

Bismarck, North Dakota, February 12, 2004.

ATTEST:

PUBLIC SERVICE COMMISSION


Executive Secretary


Commissioner

APPROVED

DATE: 2-12-04
KMF

MOTION

February 12, 2004

Granite Telecommunications, LLC
Local Exchange
Public Convenience & Necessity

Case No. PU-2948-03-577

I move the Commission bill Granite Telecommunications, LLC for costs incurred to date in Case No. PU-2948-03-577, Granite Telecommunications, LLC, Local Exchange, Public Convenience & Necessity.



Public Service Commission
State of North Dakota

COMMISSIONERS

Tony Clark, President
Susan E. Wefald
Kevin Cramer

Executive Secretary
Jon H. Mielke

600 E Boulevard Ave. Dept. 408
Bismarck, North Dakota 58505-0480
web: www.psc.state.nd.us
e-mail: ndpsc@psc.state.nd.us
TDD 800-366-6888
Fax 701-328-2410
Phone 701-328-2400

February 12, 2004

Stacey A Klinzman
Miller Isar Inc
7901 Skansie Ave Ste 240
Gig Harbor WA 98335

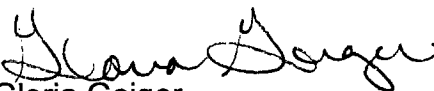
RE: Case No. PU-2948-03-577
Granite Telecommunications, LLC
Local Exchange
Public Convenience & Necessity

Enclosed is a copy of the statement approved at the February 12, 2004 Public Service Commission meeting for the expenses incurred to date in Case No. PU-2948-03-577.

Under N.D.C.C. 49-21-01.7, these expenses are billed through the Valuation Fund and must be paid for by the telecommunications company involved.

Please make your check payable to the *Public Service Commission*.

Sincerely,


Gloria Geiger
Admin Staff Officer
701-328-2401

Enc.

Billing Statement

February 12, 2004

Granite Telecommunications, LLC
Local Exchange
Public Convenience & Necessity

Case No. PU-2948-03-577

Bill To:

Granite Telecommunications, LLC.....\$273.38

Expenses Incurred to Date:

Advertising Costs \$273.38

Send Payment and a Copy of this Statement To:

Public Service Commission
600 E Boulevard Ave Dept 408
Bismarck ND 58505-0480

Federal Tax ID 45-0309764

North Dakota Public Service Commission
INFORMAL HEARING
January 14, 2004

Granite Telecommunications, LLC
Local Exchange
Public Convenience & Necessity

PU-2948-03-577
Filed: 10/7/03

Summary of Proposal: Granite Telecommunications, LLC (Granite) of Quincy, MA has filed an application for a certificate of public convenience and necessity to provide facilities-based competitive local exchange telecommunications services throughout North Dakota.

Procedural History: On October 22, 2003, the Commission issued a Notice of Opportunity for Hearing, which provided until December 1, 2003 for receiving comments or hearing requests. No comments or requests for hearing have been received. Staff requested Granite file financial statements required under the Commission's rules and Granite did so under seal with a request for trade secret protection that was denied by the Commission on December 31, 2003. On January 9, 2004 Granite filed a letter stating it would not contest the Commission's denial of trade secret protection and its financial information has been placed in the public file.

Discussion: Granite is a privately held limited liability company organized under the laws of Delaware on April 1, 2002. Robert T. Hale Sr., Chairman of the Board, and his son, Robert T. Hale Jr., President and CEO, are co-founders and each holds a 40% ownership interest. Rand Currier, Chief Operating Officer, holds a 2.5% interest and the remaining 17.5% is held by Granitel, Incorporated, a Delaware corporation organized to facilitate Granite's employee stock ownership plan.

At the time of the application Granite reported authority to provide resold and facilities-based local exchange and resold interexchange services in 22 states and was in the process of obtaining authority in the remaining states. Granite stated it had not been denied authority in any state and that no enforcement actions had been taken against it.

Granite was registered as a reseller of local and interexchange services in North Dakota on October 22, 2003. Granite seeks facilities-based authority to combine UNE-P and resale products to offer a full range of interexchange and local exchange telecommunications services with a primary focus on business customers. Granite states it has no current plans to install facilities in North Dakota, but may do so in the future.

Granite's states it will bill all of its customers directly and has a toll-free number (866 847-5500) for customer inquiries available 24 hours per day, 7 days per

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Pages: 2

Staff Memo re case

by Public Service Commission

01/14/2004

CC: Comm Legal Ilona Jerry

week. Granite's local exchange service tariff is filed as Exhibit D to the application.

A limited staff financial review (see staff memo dated January 13th) indicated that Granite appears to have access to sufficient capital to provide service in North Dakota.

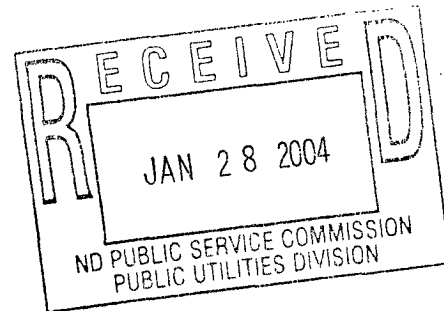
Recommendation: I recommend approval.

Prepared by: Jerry Lein

**MILLER
ISAR** INC.
REGULATORY CONSULTANTS

ANDREW O. ISAR

7901 SKANSIE AVENUE,
SUITE 240
GIG HARBOR, WA 98335
TELEPHONE: 253.851.6700
FACSIMILE: 253.851.6474
HTTP://WWW.MILLERISAR.COM



Via Overnight Delivery

January 27, 2004

Mr. Jon Mielke
Executive Secretary
Public Service Commission of North Dakota
600 East Boulevard Avenue, Dept. 408
Bismarck, North Dakota 58505-0480

RE: Granite Telecommunications, LLC Local Exchange Public Convenience
and Necessity, Case No. PU-2948-03-577

Dear Mr. Mielke:

Enclosed, pursuant to the Commissioner Susan E. Wefald's request during Granite Telecommunications, LLC's ("Granite") January 15, 2004 *en banc* hearing in the above-referenced matter are an original and six (6) copies of Granite's Income Statement Trend for the Period Ending December 31, 2003. Granite's Income Statement and Trend ("Statement") analysis demonstrate that Granite is a profitable, financially viable service provider, and maintains the financial capability to effectively serve North Dakota subscribers.

Granite's Statement reflects year-end net income before taxes representing nearly an 11% return on gross revenue. Granite achieved profitability in May 2003, and has realized significant monthly net income gains since May 2003, ending the year with net income before taxes that is more than 18 times the May 2003 earnings.

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Pages: 5

Income Statement Trend for Period
ending 12/31/03
by Granite Telecommunications, LLC

01/28/2004

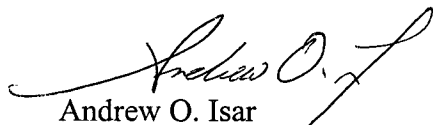
CC: Corinn Legal Ilona Jerry.

Mr. Jon Mielke
January 27, 2004
Page 2

Thank you for your attention to this matter. Questions may be directed to the
- undersigned.

Sincerely,

MILLER ISAR, INC.



Andrew O. Isar

Regulatory Consultants to
Granite Telecommunications, LLC

cc: Mike Diller, ND PSC
Geoff Cookman

Granite Telecommunications LLC
Income Statement Trend
For The Period Ended Dec 31, 2003

ACCT	Jan-03	Feb-03	Mar-03	Apr-03	May-03	Jun-03	Jul-03	Aug-03	Sep-03	Oct-03	Nov-03	Dec-03	YTD 2003
Revenues													
ALLOW FOR CREDITS	(25,424)	(31,663)	(111,885)	(18,658)	(25,024)	(31,289)	(37,682)	(40,607)	(47,385)	(50,287)	(52,860)	(60,364)	(533,129)
LOCAL	368,570	448,798	607,715	777,938	1,030,562	1,314,452	1,555,261	1,732,999	2,021,843	2,103,815	2,270,391	2,575,306	16,807,652
LONG DISTANCE	78,567	91,496	132,703	164,539	173,311	176,050	184,228	164,722	199,917	215,121	212,068	236,497	2,029,219
CABS REVENUE	84,635	110,866	137,088	150,705	222,588	285,653	383,655	402,420	448,622	494,466	496,335	580,044	3,797,076
OTHER REVENUE								8,176	7,915	9,087	11,033	10,769	46,980
	506,349	619,497	765,621	1,074,523	1,401,438	1,744,867	2,085,462	2,267,709	2,630,911	2,772,202	2,936,967	3,342,252	22,147,798
Direct Costs													
DIRECT COST ALLOW.					(475)								(475)
DIRECT COST - LOCAL	195,377	269,245	333,866	478,863	621,884	770,228	939,782	1,033,412	1,168,861	1,213,195	1,263,185	1,403,684	9,691,583
DIRECT COST - LONG DISTANCE	24,374	33,612	36,483	39,154	41,452	50,333	40,411	45,104	47,225	45,071	51,209	51,158	505,586
CABS COSTS													-
	219,751	302,858	370,349	518,017	662,861	820,561	980,192	1,078,515	1,216,087	1,258,266	1,314,394	1,454,842	10,196,694
Local Margin	51.28%	46.23%	40.15%	46.42%	48.38%	49.91%	49.59%	49.70%	50.77%	51.37%	52.43%	53.60%	50.38%
Long Distance Margin	68.98%	63.26%	72.51%	76.20%	76.08%	71.41%	78.06%	72.62%	76.38%	79.05%	75.85%	78.37%	75.08%
OPERATING MARGIN	286,598	316,639	395,272	556,506	738,576	924,305	1,105,269	1,189,194	1,414,825	1,513,936	1,622,573	1,887,410	11,951,104
	56.6%	51.1%	51.6%	51.8%	52.7%	53.0%	53.0%	52.4%	53.8%	54.6%	55.2%	56.5%	54.0%
Raw Payroll													
SALARIES	252,431	234,225	235,480	227,469	243,901	265,742	256,379	299,794	302,277	330,833	344,342	349,300	3,342,173
# OF EMPLOYEES - MTH END	74	70	71	68	74	80	84	89	91	98			
SALARIES CAPITALIZED													-
OVERTIME													-
OVERTIME CAPITALIZED													-
COMMISSIONS	70,330	105,660	130,231	148,258	176,018	207,304	216,685	186,906	129,010	199,028	162,398	185,494	1,917,322
BONUS & OTHER COMP													
CONTRACTED LABOR	20,634	12,080	12,512	15,349	11,288	13,454	10,660	11,764	27,302	18,891	16,340	10,555	180,828
GUARANTEED MEMBERS LLC				10,000	10,000	20,000	30,000	42,500	55,000	63,069	64,630	64,630	359,829
	343,395	351,966	378,223	401,076	441,207	506,500	513,724	540,964	513,589	611,821	587,710	609,979	5,800,152
Related Payroll													
PAYROLL TAXES	37,107	35,410	28,677	30,558	29,802	33,917	29,350	36,959	31,126	35,613	32,494	30,002	391,014
PAYROLL TAXES CAPITALIZED													-
EMPLOYEE BENEFITS CONTRA	(7,451)	(6,611)	(6,466)	(6,381)	(6,205)	(7,104)	(6,401)	(6,616)	(6,730)	(6,526)	(6,020)	(9,470)	(81,981)
EMPLOYEE BENEFITS	26,340	30,152	35,383	31,950	35,135	31,944	31,848	41,133	41,982	50,121	42,400	75,214	473,600
	55,995	58,951	57,594	56,127	58,731	58,758	54,796	71,475	66,378	79,208	68,873	95,745	782,632
Occupancy													
RENT	38,734	38,745	38,745	39,184	61,156	60,717	62,262	62,623	68,806	63,166	62,000	69,864	666,001
UTILITIES	6,000	7,000	7,252	6,146	6,000	9,569	6,664	6,081	6,415	7,296	7,235	7,510	83,168
PROPERTY TAXES													
CONDO FEE													-
TELEPHONE	15,403	12,000	13,000	16,159	14,969	15,029	18,471	21,990	22,434	22,215	24,260	18,512	214,443
REPAIRS & MAINTENANCE		2,605	1,003	553	157	4,731	176	3,030	230	5,149	7,768		25,401
	60,137	60,350	60,000	62,042	82,282	90,047	87,573	93,724	97,886	97,826	101,263	95,885	989,014
Bad Debt													
BAD DEBT	9,000	10,950	13,163	14,137	18,346	22,739	26,173	29,107	33,927	35,453	37,970	42,963	293,927
	9,000	10,950	13,163	14,137	18,346	22,739	26,173	29,107	33,927	35,453	37,970	42,963	293,927
Insurance													
PROPERTY INSURANCE													-
CASUALTY INSURANCE	1,965	1,965	1,965	19,381	2,833	20	2,352	5,613	8,803	5,613	5,613	10,501	66,623
AUTO INSURANCE	1,965	1,965	1,965	19,381	2,833	20	2,352	5,613	8,803	5,613	5,613	10,501	66,623

ACCT	Jan-03	Feb-03	Mar-03	Apr-03	May-03	Jun-03	Jul-03	Aug-03	Sep-03	Oct-03	Nov-03	Dec-03	YTD 2003
Non Direct Selling													
AGENCY COMMISSIONS	3,350	5,513	7,308	7,486	6,769	4,909	7,728	4,481	3,669	2,719	2,005	1,083	57,022
REGULATORY LICENSE & TARRIF	5,103	769	2,723	929	5,482	3,052	2,492	2,133	5,806	2,755	6,149	4,454	41,847
BUSINESS LICENSES											300	385	685
OUTSIDE SERVICES	3,752	1,882	14,343	4,225	4,085	2,923	948	1,754	785	1,990	1,093	2,397	40,176
BILLING SERVICES	10,109	29,058	35,749	31,067	31,466	46,765	49,919	50,079	64,147	69,875	54,388	6,979	479,599
	<u>22,314</u>	<u>37,221</u>	<u>60,123</u>	<u>43,707</u>	<u>47,803</u>	<u>57,649</u>	<u>61,086</u>	<u>58,448</u>	<u>74,407</u>	<u>77,339</u>	<u>63,934</u>	<u>15,298</u>	<u>619,329</u>
Office administration													
DELIVERY	675	1,617	1,413	2,006	1,853	1,996	1,346	1,323	1,527	2,317	1,668	561	18,303
OFFICE EXPENSE / SUPPLIES	4,998	1,513	3,638	4,710	5,354	4,504	5,446	3,336	6,541	5,880	8,267	13,188	67,377
POSTAGE	1,000			1,671	2,802	2,900	2,823	2,231	2,646	3,034	3,000	646	22,753
	<u>6,674</u>	<u>3,131</u>	<u>5,051</u>	<u>8,386</u>	<u>10,009</u>	<u>9,400</u>	<u>9,616</u>	<u>6,890</u>	<u>10,714</u>	<u>11,230</u>	<u>12,936</u>	<u>14,396</u>	<u>108,433</u>
Professional services													
ACCOUNTING	2,438	2,438	4,750	6,573		725	10,050	1,375	8,500	9,169	11,500	1,534	59,051
LEGAL	21,787	15,688	21,953	17,174	8,280	10,000	15,500	15,250	19,019	11,224	17,765	35,920	209,559
RECRUITING								1,059	52			1,005	2,116
PROFESSIONAL SERVICES				1,000	2,000	10,000	(6,000)	2,500	2,000	7,000	7,000		25,500
	<u>24,225</u>	<u>18,126</u>	<u>26,703</u>	<u>24,747</u>	<u>10,280</u>	<u>20,725</u>	<u>19,550</u>	<u>20,184</u>	<u>29,571</u>	<u>27,393</u>	<u>36,265</u>	<u>38,459</u>	<u>296,227</u>
Training													
TRAINING	1,900		800	1,040	995		5,000					4,800	14,535
SEMINARS													
	<u>1,900</u>	<u>-</u>	<u>800</u>	<u>1,040</u>	<u>995</u>	<u>-</u>	<u>5,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>4,800</u>	<u>14,535</u>
Travel & entertainment													
MEALS & ENTERTAINMENT	285			55	431	133	191	259	124	3,625		5,830	10,932
TRAVEL	2,000			11,586	6,193	16,401	14,543	13,285	40,941	53,153	32,155	47,505	237,762
	<u>2,285</u>	<u>-</u>	<u>-</u>	<u>11,641</u>	<u>6,624</u>	<u>16,534</u>	<u>14,734</u>	<u>13,543</u>	<u>41,065</u>	<u>56,778</u>	<u>32,155</u>	<u>53,336</u>	<u>248,694</u>
Service charges													
BANK SERVICE CHARGES	3,000				2,025	2,000	2,000	2,000	2,000	9,517	2,000	1,604	26,146
COLLECTION FBES / CREDIT	500			2,000	2,000	2,000	2,000	2,000	2,500	2,500	2,500	1,604	18,000
	<u>3,500</u>	<u>-</u>	<u>-</u>	<u>2,000</u>	<u>4,025</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,500</u>	<u>12,017</u>	<u>4,500</u>	<u>1,604</u>	<u>44,146</u>
Expensed assets													
EXPENSED ASSETS	3,490				569			325	109	7,325	150	4,129	16,098
EXPENSED HRDWR/SFTWR													
EXPENSED SOFTWARE													
	<u>3,490</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>569</u>	<u>-</u>	<u>-</u>	<u>325</u>	<u>109</u>	<u>7,325</u>	<u>150</u>	<u>4,129</u>	<u>16,098</u>
Miscellaneous expenses													
AUTO EXPENSE			90					1,433	70				1,593
DUES, SUBSCRIPTIONS, MEMBERSHIPS	2,000				319			7,506		285	15,220		25,330
PUBLICATIONS		1,608	1,287		3,130	2,987	904	1,718	2,029	1,125		18,292	33,080
CONTRIBUTIONS						1,000	1,000	1,000					3,000
MOVING EXPENSE					978	11,212			569	1,008			13,766
MISC EXPENSE						3,644			7,386	150			11,179
TAXES OTHER		4,914	3,839	3,999	3,414	3,414	3,414	3,414	3,414	4,406	3,514	3,414	41,156
	<u>2,000</u>	<u>6,522</u>	<u>5,216</u>	<u>3,999</u>	<u>7,840</u>	<u>22,257</u>	<u>5,318</u>	<u>15,071</u>	<u>13,467</u>	<u>6,973</u>	<u>18,734</u>	<u>21,706</u>	<u>129,104</u>
Total SG&A expenses	<u>536,879</u>	<u>549,182</u>	<u>608,838</u>	<u>648,282</u>	<u>691,544</u>	<u>808,627</u>	<u>803,922</u>	<u>859,345</u>	<u>894,415</u>	<u>1,028,975</u>	<u>970,103</u>	<u>1,008,801</u>	<u>9,408,912</u>
DEPRECIATION	2,677	2,677	2,677	3,676	3,676	3,676	3,676	3,676	5,176	5,439	5,473	5,473	47,972
AMORTIZATION	1,008	1,008	1,008	1,008	1,008	2,688	2,688	2,688	2,688	2,864	2,864	2,864	24,384
	<u>3,685</u>	<u>3,685</u>	<u>3,685</u>	<u>4,684</u>	<u>4,684</u>	<u>6,364</u>	<u>6,364</u>	<u>6,364</u>	<u>7,864</u>	<u>8,303</u>	<u>8,337</u>	<u>8,337</u>	<u>72,356</u>
OPERATING EXPENSES	<u>540,564</u>	<u>552,867</u>	<u>612,523</u>	<u>652,966</u>	<u>696,228</u>	<u>814,991</u>	<u>810,286</u>	<u>865,709</u>	<u>902,279</u>	<u>1,037,278</u>	<u>978,440</u>	<u>1,017,138</u>	<u>9,481,268</u>
OPERATING INCOME (LOSS)	<u>(253,966)</u>	<u>(236,228)</u>	<u>(217,251)</u>	<u>(96,459)</u>	<u>42,348</u>	<u>109,314</u>	<u>294,983</u>	<u>323,485</u>	<u>512,545</u>	<u>476,658</u>	<u>644,133</u>	<u>870,272</u>	<u>2,469,836</u>
INTEREST EXPENSE	23,021	26,563	26,563	29,750	29,573	29,396	31,088	31,088	30,429	30,249	29,922	29,922	347,563
INTEREST INCOME				(15,000)	(4,000)	(4,750)	(4,750)	(4,750)	(4,750)	(4,750)		1,323	(41,427)
PENALTIES	790		1,448	2,214	1,493	1,087	4,167	5,604	3,656	5,767	6,358	12,781	45,365
GAIN/LOSS SALE OF FIXED ASSETS													
RENTAL INCOME													
MISC INCOME	(11,604)			(35,357)	(30,689)	(31,272)	(14,188)	(18,898)	(22,622)	(36,705)	(35,062)	(31,161)	(267,559)

ACCT	<u>Jan-03</u>	<u>Feb-03</u>	<u>Mar-03</u>	<u>Apr-03</u>	<u>May-03</u>	<u>Jun-03</u>	<u>Jul-03</u>	<u>Aug-03</u>	<u>Sep-03</u>	<u>Oct-03</u>	<u>Nov-03</u>	<u>Dec-03</u>	<u>YTD 2003</u>
NET INCOME BEFORE INCOME TAX	12,206	26,563	28,010	(18,393)	(3,623)	(5,539)	16,317	13,044	6,713	(5,439)	1,218	12,865	83,943
	(266,165)	(262,790)	(245,261)	(78,066)	45,971	114,853	278,666	310,441	505,833	482,097	642,915	857,407	2,385,893

INFORMAL HEARING AGENDA

January 14, 2004

PU-2077-03-636	WWC Holding Co., Inc. Designated Eligible Carrier Application
PU-2948-03-577	Granite Telecommunications, LLC Local Exchange Public Convenience and Necessity
PU-2957-03-624	XO Network Services, Inc. Local Exchange Public Convenience and Necessity

9	PU-2077-03-636	Pages: 0
	Informal Hearing held by Public Service Commission 01/14/2004	CC: Comm Legal PUD (3)
20	PU-2948-03-577 ✓	Pages: 0
	Informal Hearing held by Public Service Commission 01/14/2003	CC: Comm Legal Ilona Jerry
13	PU-2957-03-624	Pages: 0
	Informal Hearing held by Public Service Commission 01/14/2004	CC: Comm Legal Ilona Jerry Mike

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

Granite Telecommunications, LLC
Local Exchange
Public Convenience and Necessity

Case No. PU-2948-03-577

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH

Sharon Helbling deposes and says that:

she is over the age of 18 years and not a party to this action and, on the 14th day of January, 2004, she deposited in the United States Mail, Bismarck, North Dakota, one envelope with certified postage, return receipt requested, fully prepaid, securely sealed and each containing a photocopy of:

Staff Financial Memorandum

The envelope was addressed as follows:

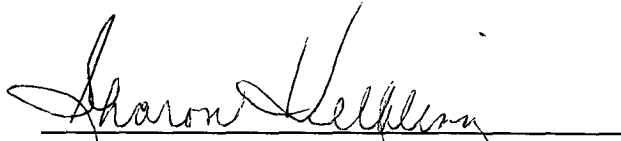
Stacey A Klinzman
Miller Isar Inc
7901 Skansie Ave Ste 240
Gig Harbor WA 98335

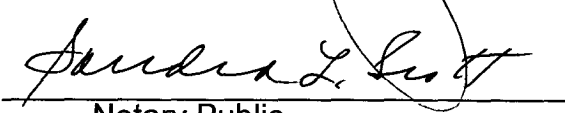
Each address shown is the respective addressee's last reasonably ascertainable post office address.

Subscribed and sworn to before me
this 14th day of January, 2004.

SEAL

SANDRA L. SCOTT
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires JUNE 11, 2004





Notary Public

19 PU-2948-03-577 Pages: 1

Affidavit of Service

by Public Service Commission

01/14/2004

CC: Comm Legal Ilona Jerry



Public Service Commission
State of North Dakota

COMMISSIONERS

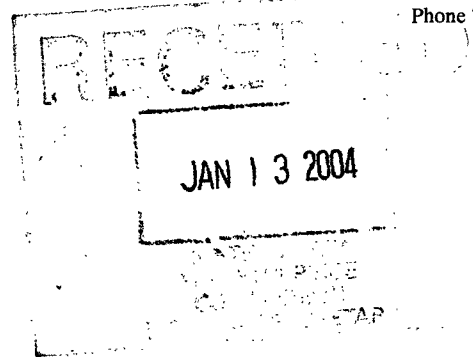
Tony Clark, President
Susan E. Wefald
Kevin Cramer

Executive Secretary
Jon H. Mielke

600 E Boulevard Ave. Dept. 408
Bismarck, North Dakota 58505-0480
web: www.psc.state.nd.us
e-mail: ndpsc@psc.state.nd.us
TDD 800-366-6888
Fax 701-328-2410
Phone 701-328-2400

Memorandum

To: Jon Mielke
From: Mike Diller *Mike Diller*
Date: January 13, 2004
Re: Granite Telecommunications, LLC
Local Exchange PC&N
Case No. PU-2948-03-577



The following is written to provide the commission with a very limited review of the applicant's financial ability to provide service.

Staff reviewed the financial information provided by Granite Telecommunications for the first 9 months of business ending December 2002 noting negative stockholder equity of \$1,710,000. Because the Company has a relatively significant long term debt instrument in place, the net income loss was absorbed in 2002 leaving approximately a 2 to 1 ratio of current assets to current liabilities for continuing operations. The application also indicates that the Company earned \$506,000 in net income for the 9 months ended September 30, 2003.

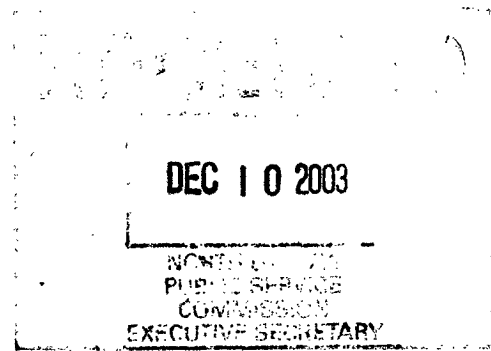
The Commission has generally frowned on negative stockholder equity for purposes of determining financial capabilities in PC&N applications. However, the position of negative equity is common in start up companies. After giving consideration to this and recent earnings, it appears that Granite Telecommunications has access to sufficient capital to provide service in North Dakota.

Staff sees no reason to deny this application.

In accordance with the Commission's wishes, staff will serve this document on the applicant.

Granite Telecommunications
 Consolidated Statements of Operations
 For The Period of April 1, 2002 to December 31, 2002
 (In thousands)

	<u>2002</u>
STATEMENT OF OPERATIONS	
DATA:	
Revenues	\$ 961
Operating Expenses	
Cost of Services	432
Selling, General & Administrative Expenses	2,134
Depreciation & Amortization	<u>26</u>
Operating income/(loss)	(1,631)
Other income (expense)	
Interest Income	-
Interest Expense	90
Misc. Income	(11)
Income taxes	-
Net income/(loss)	<u><u>(1,710)</u></u>



Granite Telecommunications
Consolidated Balance Sheet
For The Period of April 1, 2002 to December 31, 2002
(In thousands)

BALANCE SHEET DATA:	<u>2002</u>
Current Assets:	
Cash and cash equivalents	289
Accounts receivables	882
Notes Receivable	82
Prepaid expenses	48
Total current assets	<u>1,301</u>
Property, Plant & Equipment net	126
Intangible assets net	163
Other assets net	202
Total Assets	<u>1,792</u>
Current Liabilities	
Accounts payable	184
Accrued Liabilities	355
Other Current Liabilities	215
Total current liabilities	<u>754</u>
Long Term obligations net	2,748
Total Liabilities	3,502
Retained Earnings	(1,710)
Total Liabilities & Equity	<u><u>1,792</u></u>

Granite Telecommunications
Statement of Cashflows
For The Period of April 1, 2002 to December 31, 2002
(In thousands)

FILED UNDER SEAL

	2002
Cashflow From Operating Activities	
Net Operating Income/(Loss)	(1,711)
Adjustments to reconcile net income to net operating activities.	
Depreciation Expense	
Amortization Expense	
Loss on Disposal of Fixed Assets	-
Changes in Current Assets & Liabilities	
Accounts Receivable	(881)
Notes Receivable	(82)
Prepaid Expenses	(48)
Other Current Assets	
Accounts Payable	125
Accrued Liabilities	414
Notes Payable	2,659
Accrued Interest Rltd Party	90
Def. Revenue	214
	2,490
Net Cash Flow From Operating Activities	2,490
Cashflow From Investing Activities	
Capital Expenditures	(126)
Intangible Assets	(163)
Other Assets	(202)
	(490)
Net Cash Flow From Investing Activities	(490)
Cashflow From Financing Activities	
Long Term Debt	-
Common Stock	-
Preferred Stock	-
APIC - Common	-
APIC - Preferred	-
Retained Earnings	-
Dividends - Common	-
Dividends - Preferred	-
	0
Net Cash Flow From Financing Activities	0
Net Increase (Decrease) in Cash	289
Cash and cash equivalents at beginning of period	
Net Increase (Decrease) in Cash	289
Cash and cash equivalents at end of period	289

Granite Telecommunications
Consolidated Statements of Operations
For The Period Ended Sep 30, 2003
(In thousands)

	2003
STATEMENT OF OPERATIONS	
DATA:	
Revenues	\$ 2,630
Operating Expenses	
Cost of Services	1,216
Selling, General & Administrative Expenses	898
Depreciation & Amortization	<u>8</u>
Operating income/(loss)	509
Other income (expense)	
Interest Income	(5)
Interest Expense	30
Misc. Income	(23)
Net income/(loss) before income taxes	<u><u>\$ 506</u></u>

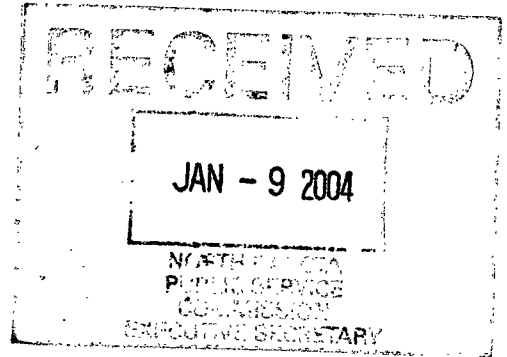
Granite Telecommunications
Consolidated Balance Sheet
For The Period Ended Sep 30, 2003
(In thousands)

	Sep <u>2003</u>
BALANCE SHEET DATA:	
Current Assets:	
Cash and cash equivalents	1,077
Accounts receivables	3,530
Notes Receivable	209
Prepaid expenses	<u>62</u>
Total current assets	4,878
	-
Property, Plant & Equipment net	136
Intangible assets net	143
Other assets net	<u>202</u>
Total Assets	<u><u>5,359</u></u>
Current Liabilities	
Accounts payable	208
Accrued Liabilities	1,168
Other Current Liabilities	<u>986</u>
Total current liabilities	2,362
Long Term obligations net	4,312
Total Liabilities	6,674
Retained Earnings	(1,315)
Total Liabilities & Equity	<u><u>5,359</u></u>

**MILLER
ISAR** INC.
REGULATORY CONSULTANTS

STACEY A. KLINZMAN

7901 SKANSIE AVENUE,
SUITE 240
GIG HARBOR, WA 98335
TELEPHONE: 253.851.6700
FACSIMILE: 253.851.6474
HTTP://WWW.MILLERISAR.COM



Via Overnight Delivery
January 8, 2004

Jon Mielke, Executive Secretary
Public Service Commission of North Dakota
600 E. Boulevard Ave., Dept. 408
Bismarck, North Dakota 58505-0480

Re: Granite Telecommunications, LLC – Case No. PU-2948-03-577
Denial of Application for Trade Secret Protection

Dear Mr. Mielke:

With this letter, Granite Telecommunications, LLC (“Granite”) informs the Public Service Commission (“Commission”) of the following in connection with Case No. PU-2948-03-577:

1. Granite will not contest the Commission’s recent order denying Granite’s Application for Trade Secret Protection.
2. Granite permits its financial information to be placed in the Commission’s public file.
3. Granite requests that the Commission schedule its facilities-based local application for consideration at a hearing to be held January 14, 2004 at 1:30 p.m. Central Time.

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

Sincerely,

MILLER ISAR, INC.


Stacey A. Klinzman
Director – Regulatory Compliance

cc: Geoff Cookman, Granite Telecommunications, LLC
Jerry Lien, Public Service Commission of North Dakota, via facsimile

16 PU-2948-03-577

Pages: 1

Letter re Comm's Order Denying Trade
Secret Protection
by Granite Telecommunications, LLC

01/09/2004

CC: Comm Legal Ilona Jerry.

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

Granite Telecommunications, LLC
Local Exchange
Public Convenience and Necessity

Case No. PU-2948-03-577

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH

Sharon Helbling deposes and says that:

she is over the age of 18 years and not a party to this action and, on the **2nd day of January, 2004**, she deposited in the United States Mail, Bismarck, North Dakota, **one** envelope with certified postage, return receipt requested, fully prepaid, securely sealed and each containing a photocopy of:

Order Denying Trade Secret Protection

The envelope was addressed as follows:

Stacey A Klinzman
Miller Isar Inc
7901 Skansie Ave Ste 240
Gig Harbor WA 98335
Cert. No. 7002 1680-0004 9646 3634

Each address shown is the respective addressee's last reasonably ascertainable post office address.

Subscribed and sworn to before me
this **2nd day of January, 2004**.

SEAL



Sharon Helbling

Sandra L Scott

Notary Public

15 PU-2948-03-577

Pages: 1

Affidavit of Service

by Public Service Commission

01/02/2004

CC: Comrn Legal Illona Jerry

MOTION

APPROVED

DATE: 12-31-03
KME

December 31, 2003

**Granite Telecommunications, LLC
Local Exchange
Public Convenience and Necessity**

Case No. PU-2948-03-577

I move the Commission adopt the Order Denying Trade Secret Protection for certain financial information filed by Granite Telecommunications, LLC in support of its application for a certificate of public convenience and necessity to provide facilities based competitive local exchange telecommunication services in North Dakota, Case No. PU-2948-03-577.

JRL/sdh

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

Granite Telecommunications, LLC
Local Exchange
Public Convenience and Necessity

Case No. PU-2948-03-577

ORDER DENYING TRADE SECRET PROTECTION

December 31, 2003

On December 10, 2003, Granite Telecommunications, LLC (Granite) filed an application for a protective order limiting the disclosure of financial information included in its application for a Certificate of Public Convenience and Necessity to provide facilities-based local exchange telecommunications services. In support of its application, Granite provided information as follows:

1. A General Description of the Nature of the Information Sought to be Protected.

Granite seeks to protect its unaudited balance sheet and income statement, indicating its financial status as of September 30, 2003, from public disclosure.

2. An Explanation of Why the Information Derives Independent Economic Value, Actual or Potential, From not Being Generally Known to Other Persons.

Granite states that its financial information has value in that it is useful for Granite for its internal planning and business purposes. The telecommunications industry is extremely competitive, and therefore, any financial information, estimated or actual, which can be accessed publicly, may be used by competitors and potential competitors of Granite to determine Granite's business plan, including targeted customer base, marketing strategies, financial weaknesses and strengths. Granite states that the information may be utilized to undercut Granite's position in the marketplace. Granite states that the likelihood of harm to Granite from the release of the information far outweighs any possible benefit to the public of having such information available.

3. An Explanation of Why the Information is Not Readily Ascertainable by Proper Means by Other Persons.

Granite states that it is a privately held limited liability company and, as such, is not required by law to prepare financial information for public disclosure or to disclose its information to the public.

4. A General Description of the Persons or Entities that would Obtain Economic Value from Disclosure or Use of the Network.

Granite states that competitive local exchange and interexchange carriers certificated or registered in North Dakota and those providers who may conduct market and competition research prior to making application for authority are the persons or entities that would obtain economic value from the disclosure or use of the network.

5. A Specific Description of Known Competitors and Competitors' Goods and Services that are Pertinent to the Tariff or Rate Filing.

Granite identifies nine specific competitive local providers and states that interexchange providers who are or will be competitors are too numerous to list. Granite states that the goods and services offered by Granite's competitors are comparable to those offered by Granite, namely local exchange and interexchange telecommunications services.

6. A Description of the Efforts Used to Maintain the Secrecy of Information.

Granite states that because it is a privately held limited liability company by law it is not required to prepare financial information for public disclosure or to disclose its information to the public. Granite states that it has taken appropriate steps to prevent disclosure of its financial information in other jurisdictions where it has made application to provide service, and has been granted protection for its financial information in those jurisdictions that issue formal orders.

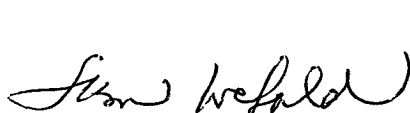
On December 18, 2003, Commission staff (Staff) filed a response recommending that Granite's request for trade secret protection be denied. Staff states the information is relevant to Granite's application because, under N.D.C.C. § 49-03.1-04(5), the company must show that it has the financial ability to provide service. Staff notes that the Commission has, in some cases, granted trade secret protection for specific financial information that could reasonably be of value to a competitor, such as the cost of providing a specific service or minutes of use of customers. However, Staff contends that in this case the financial information is general information required to show that the company has sufficient financial ability to provide the service that it seeks authority to provide. Staff contends the public should be entitled to see this type of information because the law requires that such information be provided by a company before the Commission can give it authority to provide service. Staff believes the public has a right to have reasonable access to general financial information about a company that is seeking authority to provide service to the public.

Having considered this matter, the Commission finds that the general financial information Granite seeks to protect does not derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. The Commission concludes that the information Granite seeks to protect does not qualify as "trade secret" as that term is defined in N.D.C.C. § 47-25.1-01(4)(a).

Order

The Commission Orders that Granite Telecommunications, LLC's Application For Trade Secret Protection is DENIED.

PUBLIC SERVICE COMMISSION



Susan E. Wefald
Commissioner



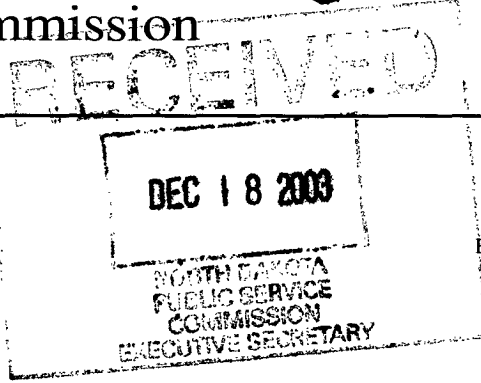
Tony Clark
President



Kevin Cramer
Commissioner



Public Service Commission
State of North Dakota



COMMISSIONERS

Tony Clark, President
Susan E. Wefald
Kevin Cramer

Executive Secretary
Jon H. Mielke

600 E Boulevard Ave. Dept. 408
Bismarck, North Dakota 58505-0480
web: www.psc.state.nd.us
e-mail: ndpsc@psc.state.nd.us
TDD 800-366-6888
Fax 701-328-2410
Phone 701-328-2400

December 18, 2003

Mr. Jon H. Mielke
Public Service Commission
600 E Boulevard Ave. Dept. 408
Bismarck, ND 58505-0480

RE: **Granite Telecommunications, LLC**
Local Exchange
Public Convenience and Necessity
Case No. PU-2948-03-577

Dear Jon:

Enclosed for filing in the above referenced case is the original and seven copies of the **Staff Response to Granite Telecommunications, LLC's Application Requesting Trade Secret Protection.**

Thank you.

Sincerely,

William W. Binek
Chief Counsel

WWBsls
Enclosure

C: Stacey A. Klinzman

12 PU-2948-03-577 Pages: 1

Cover letter re Staff Response

by Public Service Commission

12/18/2003

CC: Comm Legal Ilona Jerry

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

DEC 18 2003

NORTH DAKOTA
PUBLIC SERVICE
COMMISSION
EXECUTIVE SECRETARY

Case No. PU-2948-03-577

Granite Telecommunications, LLC
Local Exchange
Public Convenience and Necessity

**STAFF RESPONSE TO GRANITE TELECOMMUNICATIONS, LLC's APPLICATION
REQUESTING TRADE SECRET PROTECTION**

On December 10, 2003, Granite Telecommunications, LLC (Granite) filed an application for a protective order limiting the disclosure of financial information included in its application for a Certificate of Public Convenience and Necessity to provide facilities-based local exchange telecommunications services. In support of its application, Granite provided information as follows:

1. A General Description of the Nature of the Information Sought to be Protected.

Granite seeks to protect its unaudited balance sheet and income statement, indicating its financial status as of September 30, 2003, from public disclosure.

2. An Explanation of Why the Information Derives Independent Economic Value, Actual or Potential, From not Being Generally Known to Other Persons.

Granite states that its financial information has value in that it is useful for Granite for its internal planning and business purposes. The telecommunications industry is extremely competitive, and therefore, any financial information, estimated or actual, which can be accessed publicly, may be used by competitors and potential competitors of Granite to determine Granite's business plan, including targeted customer base, marketing strategies, financial weaknesses and strengths. Granite states that the

information may be utilized to undercut Granite's position in the marketplace. Granite states that the likelihood of harm to Granite from the release of the information far outweighs any possible benefit to the public of having such information available.

3. An Explanation of Why the Information is Not Readily Ascertainable by Proper Means by Other Persons.

Granite states that it is a privately held limited liability company and, as such, is not required by law to prepare financial information for public disclosure or to disclose its information to the public.

4. A General Description of the Persons or Entities that would Obtain Economic Value from Disclosure or Use of the Network.

Granite states that competitive local exchange and interexchange carriers certificated or registered in North Dakota and those providers who may conduct market and competition research prior to making application for authority are the persons or entities that would obtain economic value from the disclosure or use of the network.

5. A Specific Description of Known Competitors and Competitors' Goods and Services that are Pertinent to the Tariff or Rate Filing.

Granite identifies nine specific competitive local providers and states that interexchange providers who are or will be competitors are too numerous to list. Granite states that the goods and services offered by Granite's competitors are comparable to those offered by Granite, namely local exchange and interexchange telecommunications services.

6. A Description of the Efforts Used to Maintain the Secrecy of Information.

Granite states that because it is a privately held limited liability company by law it is not required to prepare financial information for public disclosure or to disclose its information to the public. Granite states that it has taken appropriate steps to prevent disclosure of its financial information in other jurisdictions where it has made application to provide service, and has been granted protection for its financial information in those jurisdictions that issue formal orders.

Staff has reviewed Granite's request for trade secret protection of financial information. N.D.C.C. § 47-25.1-01 defines the term "trade secret" as follows:

"Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that:

- a. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
- b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy."

N.D. Admin. Code § 69-02-09-04 requires that the "commission staff examine the information and application and make a prima facie recommendation of whether the information is relevant and a trade secret under the definition of trade secret in North Dakota Century Code section 47-25.1-01."

The information is relevant to the application because, under N.D.C.C. § 49-03.1-04(5), the company must show that it has the financial ability to provide service. This Commission has considered several requests for certificates of public convenience and necessity, and staff is not aware of any similar case where the Commission has considered general financial statements as being information that can be protected as trade secret under section 47-25.1-01.

The Commission has, in some cases, granted trade secret protection to specific financial information that could reasonably be of value to a competitor such as the cost of providing a specific service or minutes of use of customers. However, in this case, the financial information is general information required to show that the company has sufficient financial ability to provide the service that it seeks authority to provide. The public should be entitled to see this type of information because the law requires that such information be provided by a company before the Commission can give it authority to provide service. Certainly the public has a right to have reasonable access to general financial information about a company that is seeking authority to provide service to the public.

For reasons set forth above, staff recommends that the Commission deny Granite's Application Requesting Trade Secret Protection in this case.

Dated December 18, 2003.

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

William W. Binek
Chief Counsel

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

Granite Telecommunications, LLC
Local Exchange
Public Convenience and Necessity

Case No. PU-2948-03-577

AFFIDAVIT OF SERVICE BY E-MAIL

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH

Sandra L. Scott deposes and says that:

she is over the age of 18 years and not a party to this action and, on the 18th day of December, 2003, she sent by e-mail.

**STAFF RESPONSE TO GRANITE TELECOMMUNICATIONS, LLC'S APPLICATION
REQUESTING TRADE SECRET PROTECTION**

To:

Ms. Stacey A. Klinzman
Director – Regulatory Compliance
Miller Isar, Inc.
7901 Skansie Avenue, Suite 240
Gig Harbor, WA 98335
Telephone: 253-851-6700
Facsimile: 253-851-6474
Email: sklinzman@millerisar.com

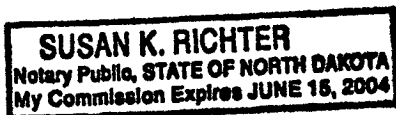
Each address shown is the respective addressee's last reasonably ascertainable e-mail address.

Sandra L. Scott

Subscribed and sworn to before me
this 18th day of December, 2003.

Susan K. Richter
Notary Public

SEAL



10

PU-2948-03-577

Pages 1

Affidavit of Service

by Public Service Commission

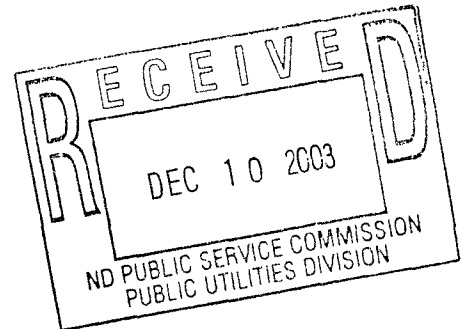
12/18/2003

CC Comm Legal Ilona Jerry

**MILLER
ISAR** INC.
REGULATORY CONSULTANTS

STACEY A. KLINZMAN

7901 SKANSIE AVENUE,
SUITE 240
GIG HARBOR, WA 98335
TELEPHONE: 253.851.6700
FACSIMILE: 253.851.6474
HTTP://WWW.MILLERISAR.COM



Via Overnight Delivery
December 9, 2003

Jon Mielke, Executive Secretary
Public Service Commission of North Dakota
600 E. Boulevard Ave., Dept. 408
Bismarck, North Dakota 58505-0480

Re: Granite Telecommunications, LLC – PU-2948-03-577

Dear Mr. Mielke:


Enclosed please find an original and seven (7) copies of Granite Telecommunications, LLC's ("Granite") Application for Trade Secret Protection, seeking a Protective Order for Granite's financial information filed in the above referenced docket. Also enclosed, in a sealed envelope marked TRADE SECRET – PRIVATE – are Granite's Year End 2002 balance sheet, income statement and cash flow statement and its September 30, 2003 balance sheet and income statement.

Please acknowledge receipt of this filing by date-stamping and returning the additional copy of this transmittal letter in the self-addressed, postage-paid envelope provided for this purpose.

Questions regarding this filing may be directed to me.

Sincerely,

MILLER ISAR, INC.


Stacey A. Klinzman
Director – Regulatory Compliance
Enclosures

cc: Geoff Cookman, Granite Telecommunications, LLC

9

PU-2948-03-577

Pages: 1

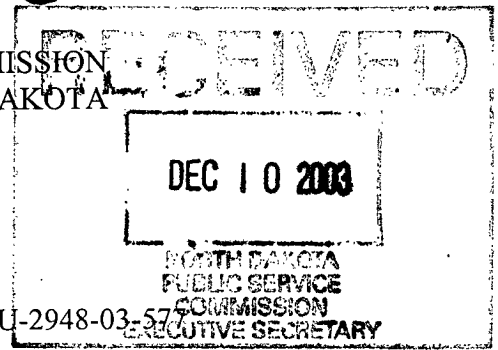
Cover letter re filing

by Granite Telecommunications, LLC

12/10/2003

CC: Comm Legal Ilona Jerry

BEFORE THE PUBLIC SERVICE COMMISSION
IN AND FOR THE STATE OF NORTH DAKOTA



In Re The Application Of)
Granite Telecommunications, LLC, For)
a Certificate Of Public Convenience and)
Necessity To Provide Competitive)
Facilities - Based Local Exchange)
Telecommunications Services)
Within The State Of North Dakota)

Docket No. PU-2948-03-577

APPLICATION FOR TRADE SECRET PROTECTION

Granite Telecommunications, LLC ("Granite"), applicant for a Certificate of Public Convenience and Necessity to provide facilities-based local exchange telecommunications services in the State of North Dakota, hereby files this Application for Trade Secret Protection ("Application") and requests the Commission to issue a protective order with respect to its financial information filed in the above referenced docket. In support of its Application, Granite provides the following information as required by North Dakota Public Service Commission ("Commission") Rules Chapter 69-02-09, Section 69-02-09-01:

1. A General Description of the Nature of the Information Sought to be Protected.

Granite seeks to protect its unaudited balance sheet and income statement, indicating its financial status as of September 30, 2003, from public disclosure.

2. An Explanation of Why the Information Derives Independent Economic Value, Actual or Potential, From not Being Generally Known to Other Persons

Granite's financial information derives independent economic value from not being generally known to other persons as follows:

a. Granite's financial information has value in that it is useful to Granite for internal planning and business purposes.

2. An Explanation of Why the Information Derives Independent Economic Value, Actual or Potential, From not Being Generally Known to Other Persons, Continued

b. The telecommunications industry is extremely competitive and the current economic climate has made it difficult for carriers to compete effectively and remain in business.

c. Any financial information, whether estimated or actual, which can be accessed publicly, may be used by competitors and potential competitors of Granite to determine Granite's business plan, including targeted customer base, marketing strategies, financial weaknesses and strengths. This information may be utilized to undercut Granite's position in the marketplace or its hamper its ability to position itself in the marketplace.

d. The likelihood of harm to Granite by releasing this information to the public outweighs any possible benefit to the public of having such information available. The only members of the public interested in and likely to access this information are other telecommunications providers who are competitors of Granite and that may cause Granite competitive harm.

3. An Explanation of Why the Information is Not Readily Ascertainable by Proper Means by Other Persons

Granite is a privately held limited liability company and, as such, is not required by law to prepare financial information for public disclosure or to disclose its information to the public.

4. A General Description of the Persons or Entities that would Obtain Economic Value from Disclosure or Use of the Network

a. The persons or entities that would obtain economic value from disclosure or use of the network include all competitive local exchange and interexchange carriers certificated or registered in North Dakota and those providers who may conduct market and competition research prior to making application for such authority.

5. A Specific Description of Known Competitors and Competitors' Goods and Services that Are Pertinent to the Tariff or Rate Filing.

Among the competitive local providers who will be competitors of Granite are:

Access Corporation	McLeod USA
Advanced TelCom Group, Inc.	Premier Network Services Inc.
Comm South Companies, Inc.	Z-Tel Communications, Inc.
Consolidated Communications Networks, Inc.	
Essential.com	
Integra Telecom of North Dakota, Inc.	

5. A Specific Description of Known Competitors and Competitors' Goods and Services that Are Pertinent to the Tariff or Rate Filing, Continued

Granite obtained resale local and interexchange authority in North Dakota on October 22, 2003, Certificate Nos. 940 and 941. The Interexchange carriers who are or will be competitors of Granite are too numerous to list here, but are contained in a list available on the Commission's web site, LONG DISTANCE TELECOMMUNICATIONS CARRIERS REGISTERED WITH THE NORTH DAKOTA PUBLIC SERVICE COMMISSION (As of December 3, 2003), accessible at <http://www.psc.state.nd.us/psc/divisions/pud/utills/ls-ldc.pdf>.

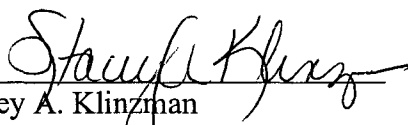
The goods or services offered by Granite's competitors are comparable to those offered by Granite, namely local exchange and interexchange telecommunications services.

6. A Description of the Efforts Used to Maintain the Secrecy of Information

As set forth in paragraph no. 3 above, Granite is not required to prepare financial information for dissemination to the public. Granite has taken appropriate steps to prevent the disclosure of its financial information in other jurisdictions where it has made application to provide telecommunications service, and has been granted an order of protection for its financial information in those jurisdictions that issue formal orders. Granite has followed appropriate procedures in other jurisdictions that permit confidential treatment of financial information upon request, without the need of a formal application or motion.

Based upon all of the information provided above, the Commission should find that Granite has satisfied the requirements set forth in Commission Rule Section 69-02-09-01 and that Granite's financial statements fall within the definition of Trade Secrets set forth in NDCC 47-25.1-01. Thus, Granite respectfully requests that the Commission approve this Application for Trade Secret Protection and issue a Protective Order preventing disclosure of Granite's financial information to the public.

Submitted on behalf of Granite Telecommunications, LLC this 9th day of December, 2003.

By: 
Stacey A. Klinzman
Director - Regulatory Compliance
Miller Isar, Inc.
7901 Skansie Avenue, Suite 240
Gig Harbor, Washington 98335
Regulatory Consultants to
Granite Telecommunications, LLC

RECEIVED
NOV 13 2003
NORTH DAKOTA
PUBLIC SERVICE
COMMISSION
EXECUTIVE SECRETARY

Affidavit of Publication

Aileen Park

, being duly sworn, state as follows:

1. I am the designated agent, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspapers listed on the attached exhibits.
2. The newspapers listed on the exhibits published the advertisement of:
PSC; Granite Telecommunications, 1 time(s)
as required by law or ordinance.
3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

Signed: Aileen Park

State of ND

County of Burleigh

Subscribed and sworn to before me this 12th day of November 2003.

Kelli Richey

KELLI RICHEY
Notary Public
State of North Dakota
My Commission Expires Oct. 13, 2006



North Dakota Newspaper Association

1435 Interstate Loop
Bismarck, ND 58503-0567
Ph (701) 223-6397 • Fax (701) 223-8185

RECEIVED

NOV 13 2003

INVOICE

Order **18256-03111PP1**

Invoice # **27254**

November 12, 2003

Advertiser: **Public Service Commission**

P.O.#: **PU-2948-03-577**

NORTH DAKOTA
PUBLIC SERVICE
COMMISSION
EXECUTIVE SECRETARY

Attn: **JONH. MIELKE**
PUBLIC SERVICE COMMISSION
600 E. BOULEVARD AVE.
STATE CAPITOL
BISMARCK, ND 58505
Voice: 701-328-4076

Amount Due **\$273.38**

Amount Paid

Please detach and return this portion with your payment

Public Service Commission Invoice # 18256-03111PP1-27254 PO# PU-2948-03-577

Ad Size	Rate Type	Rate	Total	Discount (%)	Caption	Page	Run Date
DAILY							
Bismarck Tribune (Bismarck ND)							
44.00	SPR2	0.64	28.16	0.00	Granite Telecomm		10/29/03
Devils Lake Daily Journal (Devils Lake ND)							
44.00	SPR2	0.63	27.72	0.00	Granite Telecomm		10/29/03
Dickinson Press (Dickinson ND)							
47.00	SPR2	0.57	26.79	0.00	Granite Telecomm		10/29/03
Fargo, The Forum (Fargo ND)							
40.00	SPR2	0.71	28.40	0.00	Granite Telecomm		11/03/03
Grand Forks Herald (Grand Forks ND)							
40.00	SPR2	0.69	27.60	0.00	Granite Telecomm		10/30/03
Jamestown Sun (Jamestown ND)							
50.00	SPR2	0.54	27.00	0.00	Granite Telecomm		10/29/03
Minot Daily News (Minot ND)							
50.00	SPR2	0.54	27.00	0.00	Granite Telecomm		10/29/03
Valley City Times-Record (Valley City ND)							
44.00	SPR2	0.61	26.84	0.00	Granite Telecomm		10/29/03
Wahpeton Daily News (Wahpeton ND)							
53.00	SPR2	0.51	27.03	0.00	Granite Telecomm		10/29/03
Williston Herald (Williston ND)							
44.00	SPR2	0.61	26.84	0.00	Granite Telecomm		10/29/03

Gross Advertising	273.38	Total Misc	0.00	Amount Paid	0.00
Agency Discount		Tax	0.00	Adjustments	0.00
Other Discount	0.00	Total Billed	273.38	Payment Date	
Service Charge	0.00	Unbilled	0.00	Balance Due	273.38

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Pages: 1

Affidavit of Publication

by North Dakota Advertising Service, Inc.

11/13/2003

CC: Comm Legal Illona Jerry

State Of North Dakota
Public Service Commission

Case No. PU-2948-03-577

Notice Of
Opportunity For Hearing
October 22, 2003

Bismarck	10-29
Devils Lake	10-29
Dickinson	10-29
Fargo	11-3
Grand Forks	10-30
Jamestown	10-29
Minot	10-29
Valley City	10-29
Wahpeton	10-29
Williston	10-29

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

Granite Telecommunications, LLC
Local Exchange
Public Convenience and Necessity

Case No. PU-2948-03-577

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH

Sharon Helbling deposes and says that:

she is over the age of 18 years and not a party to this action and, on the **23rd day of October, 2003**, she deposited in the United States Mail, Bismarck, North Dakota, **one** envelope with certified postage, return receipt requested, fully prepaid, securely sealed and each containing a photocopy of:

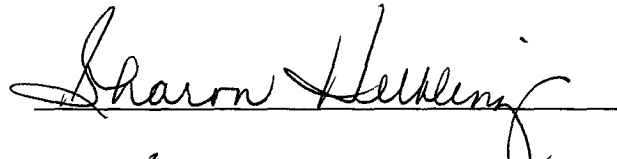

Notice of Opportunity for Hearing

The envelopes were addressed as follows:

Stacey A Klinzman
Miller Isar Inc
7901 Skansie Ave Ste 240
Gig Harbor WA 98335
Cert. No. 7002 2410 0003 4913 3951

Each address shown is the respective addressee's last reasonably ascertainable post office address.

Subscribed and sworn to before me
this **23rd day of October, 2003**.

Notary Public

SEAL

SANDRA L. SCOTT
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires JUNE 11, 2004

5

PU-2948-03-577

Pages: 15

Affidavit of Service

by Public Service Commission

10/23/2003

CC: Comm Legal Ilona Jerry

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

Granite Telecommunications, LLC
Local Exchange
Public Convenience and Necessity

Case No. PU-2948-03-577

AFFIDAVIT OF SERVICE BY ORDINARY MAIL OR E-MAIL

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH

Sharon Helbling deposes and says that:

she is over the age of 18 years and not a party to this action and, on the **23rd day of October, 2003**, she deposited in the United States Mail, Bismarck, North Dakota, envelopes by first class mail, fully prepaid, securely sealed, and e-mailed, each containing a photocopy of:

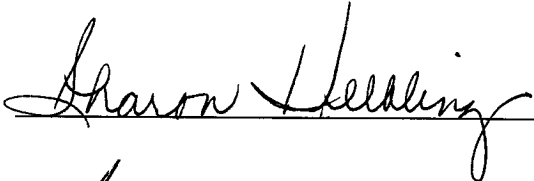
Notice of Opportunity for Hearing

The envelopes were addressed as follows:

See Attached List

Each address shown is the respective addressee's last reasonably ascertainable post office address.

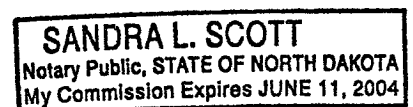
Subscribed and sworn to before me
this **23rd day of October, 2003**.





Notary Public

SEAL



mariep@telcogroupinc.com
Marie Pierre-Paul

wbrudvik@ohns~~ll~~law.com
William Brudvik

donlee@martin-associates.com
Don Lee

dennis.kelley@reconex.com
Dennis Kelley
1-800-Reconex Inc
2500 Industrial Ave
Hubbard OR 97032

jlchapman@acomminc.com
Jerry Chapman
Acomm Inc
510 1st Ave N Ste 203
Minneapolis MN 55403-0343

jbrowne@lga.att.com
Janet Browne
AT&T
1875 Lawrence St 14th Fl
Denver CO 80202

smassey@bepec.com
Sheryl Massey
Basin Electric Power Coop
1717 E Interstate Ave
Bismarck ND 58501-0564

jtmgr@bektel.com
Jerome Tishmack
BEK Communications Cooperative
PO Box 230
Steele ND 58482-0230

jtmgr@bektel.com
Jerome Tishmack
BEK Communications I Inc
PO Box 230
Steele ND 58482-0230

mannawiz@pacbell.net
Larry Manna
Compuwiz
1012 Industrial Blvd
South Lake Tahoe CA 96150

sheba.chacko@btna.com
Sheba Chacko
Concert Communications Sales LLC
11440 Commerce Park Dr
Reston VA 20191

ken@consolidatedtelcom.com
Paul Schuetzler
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Dickinson ND 58601-1077

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Dickinson ND 58601-1077

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Mary Jane Rasher
DCI Group

drtc@drtel.net
Mark Scallon
Dickey Rural Telephone Cooperative
PO Box 69
Ellendale ND 58436-0069

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Becky Gipson
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1600 Viceroy Dr
Dallas TX 75235

bgipson@vartec.net
Becky Gipson
Excel Telecommunications Inc
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Dallas TX 75235

glenn.richards@shawpittman.com
Glenn Richards
Glenn Richards
ShawPittman
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Ronald Laqua
Halstad Telephone Company
PO Box 55
Halstad MN 56548-0055

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Carl Billek
IDT America, Corp.
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karen.johnson@integratelecom.com
Karen Johnson
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Beaverton OR 97006-6902

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GE Business Productivity Solutions Inc
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Atlanta GA 30339

cooperstown@mlgc.com
Ray Brown
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Cooperstown ND 58425

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Dana Wilson
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8647 Wurzbach Rd #M-1
San Antonio TX 78240-1245

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Jamie Kubik
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Fargo ND 58106-9202

kander@ictc.com
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Nome ND 58062-0008

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Orlando FL 32825

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Dave Conn
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Gerry Anderson
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rostberg@nemontel.net
Ron Ostberg
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Ray Brown
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Enderlin ND 58027

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Dennis Hill
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Laurie Willman
North By NortheastCom LLC

klund@nccray.com
Kenneth Lund
Northwest Communications Coop
PO Box 38
Ray ND 58849-0038

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David Dunning
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PO Box 270
Park River ND 58270-0270

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Don Negaard
Pringle and Herigstad P C
PO Box 1000
Minot ND 58702-1000

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Suzy Schwandt
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mkambei@qwest.com
Mel Kambeitz
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Bismarck ND 58501

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Denver CO 80202

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Abercrombie ND 58001-0136

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Parshall ND 58770

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Shane Hart
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Bob Hill
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smacint@qwest.com
Scott Macintosh
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saberry@qwest.com
Sharon Berry
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409 1st Ave N
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Pamela Harrington
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Jeff Olson
Red River Telecom Inc
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Marcia Burckhard
Reservation Telephone Cooperative
Parshall ND 58770

pam@tnics.com
Pamela Harrington
Roberts Cty Tele Coop Assoc
New Effington SD 57255

suelh@srttel.com
Sue Hamilton
SRT Communications Inc
P O Box 2027
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867 Coal Creek Cir Ste 160
Louisville CO 80027-4670

ACN Communications Services Inc
32991 Hamilton Ct
Farmington Hills MI 48334

Arch Paging
11437 Valley View Rd
Eden Prairie MN 55344

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AT&T Wireless
7277 164th Ave NE RTC-1
Redmond WA 98052

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Arlington VA 22201

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Long Beach CA 90831-0800

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3 High Ridge Park
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2500 Industrial Ave
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Absaraka ND 58002

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Santa Rosa CA 95404-4920

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10 River Park Plaza
St Paul MN 55107

Jack Medaris
Atlas Communications LTD
P O Box 807
Conshohocken PA 19428-0807

Jon M Hesse
BridgeBand Communications Inc
P O Box 423
Livingston MT 59041

C12 Inc
200 Galleria Pkwy Ste 1200
Atlanta GA 30339

Cellco Partnership
2775 Mitchell Dr MS7-1
Walnut Creek CA 94598

Robert Fallan
Coast International
14303 W 95th St
Lenexa KS 66215-5210

CommNet Cellular Inc
8350 E Crescent Pkwy Ste 400
Englewood CO 80111

David Ococello
Commnet Wireless Inc
16 W 127 83rd St
Burr Ridge IL 60521

Murray Barr
Competitive Strategies Group Inc
164 N Euclid Ave
Oak Park IL 60302-2106

Computer Integrated Communications Inc
8502 Bells Mill Rd
Potomac MD 20854-4071

Consolidated Communications Networks
Inc
507 S Main
Dickinson ND 58601

Consolidated Telcom
PO Box 1077
Dickinson ND 58601-1077

Contact Communications
937 W Main St
Riverton WY 82501

Continental FS Communications
702 W 1st St
Deming NM 88030

Covista Inc
1 Mack Ctr Dr
Paramus NJ 07652-3908

D D D Calling Inc
6300 Richmond Ave Ste 304
Houston TX 77057

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Keith Larson
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Daktel Communications LLC
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DCN LLC
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Definitive Computer Services
P O Box 826
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Dickey Rural Communications Inc
PO Box 69
Ellendale ND 58436-0069

Dickey Rural Services Inc
P O Box 69
Ellendale ND 58436

DIECA Communications Inc
3420 Central Expy
Santa Clara CA 95051-0703

Digital Telecommunications Inc
111 Riverfront Ste 305
Winona MN 55987

DSLnet Communications LLC
545 Long Wharf Dr
New Haven CT 06511

Easton Telecom Services Inc
3046 Brecksville Rd #A
Richfield OH 44286-9399

Regulatory Dept
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5 Bragdon Ln Ste 200
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2100 Sanders Rd Ste 150
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Group Long Distance Inc
9500 Toledo Way
Irvine CA 92618-1806

HJN Telecom Inc
3235 Satellite Blvd Bldg 400 Ste 300
Duluth GA 30096

HTC Services Inc
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Halstad MN 56548

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4092 Memorial Pkwy SW
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Austin TX 78746-6426

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P O Box 15509
Boise ID 83715

Katherine E Ford
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1801 California St Ste 5100
Denver CO 80202

KMAV AM/FM RADIO
PO Box 216
Mayville ND 58257-0216

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Denver CO 80202

Michel Murray
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Denver CO 80202

MCImetro Access Transmission Services
707 17th ST Ste 3600
Denver CO 80202

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Midcontinent Communications
410 South Phillips Ave
Sioux Falls SD 57104

Mid-Rivers Telephone Coop Inc
P O Box 280
Circle MT 59215

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Midstate Communications Inc
PO Box 400
Stanley ND 58784-0400

Mark Wilhelmi
Midstate Telephone Co
PO Box 400
Stanley ND 58784-0400

Minnesota Independent Equal Access
Corp
c/o Onvoy Inc
300 S Hwy 169
Minneapolis MN 55426
Mobile Communications Corporation
1800 W Park Dr
Westborough MA 01581-3912

Dave Crothers
NDATC
Box 1144
Mandan ND 58554-1144

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3000 Columbia House Blvd Ste 106
Vancouver WA 98661

Bob Edgerly
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2001 Edmund Halley Dr
Reston VA 20191

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North Dakota Long Distance Inc
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Brad Van Leur
OrbitCom Inc
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Jeff Walker
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Dallas TX 75001

Primus Telecommunications Inc
1700 Old Meadow Rd 3rd Fl
McLean VA 22102

Public Communications Services Inc
11859 Wilshire Blvd Ste 600
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Alexandria MN 56308-2000

Dean Polkow
Rural Cellular Corporation
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Alexandria MN 56308

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Minot ND 58702-2027

Pilgrim Telephone Inc
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Cambridge MA 02139-1971

Premiere Network Services Inc
1510 N Hampton Rd Ste 120
DeSoto TX 75115

Scott Lee
Protel Advantage Inc
1308 Medora Rd
St. Paul MN 55118-1734

QuantumShift Communications Inc
88 Rowland Way Ste 200
Novato CA 94945-5000

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Lisa Dabkowski
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North Haven CT 06510-1719

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Al Bosch
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Telespectrum Communications Inc
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Christina Tygielski
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Sears Tower 233 S Wacker Dr Ste 600
Chicago IL 60606-6307

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Bellevue WA 98009-9697

VarTec Telecom Inc
1600 Viceroy Dr
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Telera Communications Inc
910 E Hamilton Ave Ste 200
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Tele-Tech Inc
2900 W 11th St
Sioux Falls SD 57104-3660

T-Netix Inc
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Dallas TX 75370-1028

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PO Box 729
Langdon ND 58249-0729

United Communications HUB Inc
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Rancho CA 91730-5860

Kenneth Carlson
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Langdon ND 58249

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Orange CA 92867

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Perham MN 56573

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David Arney
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Irving TX 75038

Joseph B McNeal
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Boise ID 83715

Darrell Henderson
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Company
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Bison SD 57620-0039

Mick Grosz
West River Telecomm Coop
PO Box 467
Hazen ND 58545-0467

WTC Competitive Services Inc
P O Box 129
Wolverton MN 56594

Z-Tel Communications Inc
601 S Harbour Island Blvd Ste 220
Tampa FL 33602-5925

Molli Harper
Verizon Wireless
6350 E Crescent Pkwy Ste 200
Greenwood Village CO 80111

West River Coop Telephone Co
P O Box 39
Bison SD 57620-0039

Doris Cooper
West River Long Distance Co
PO Box 467
Hazen ND 58545-0467

Western CLEC Corporation
3650 131st Ave SE #400
Bellevue WA 98006

Gene DeJordy
WWC Holding Co Inc
3650 131st Ave SE
Bellevueq WA 98006

Helbling, Sharon D.

From: Helbling, Sharon D.
Sent: Thursday, October 23, 2003 10:04 AM
To: ndna (E-mail)
Subject: Attached Notices

**Colleen Park
North Dakota Newspaper Association**

Colleen:

Please have the attached Notices of Opportunity for Hearing and Notice of Opportunity to File Written Comments published as legal publications in the next issue of the ten North Dakota daily newspapers and run them as "News Item Only" articles as well.

Send the bill to the Public Service Commission along with a tear sheet for billing purposes.

If you have any questions, please call me at 701-328-4076.

Thank you.

**Sharon Helbling
Public Utilities Division**

10/23/2003

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PU-2948-03-577

Pages: 1

Notice e-mailed to NDNA requesting
publication
by Public Service Commission

10/23/2003

CC: Comm Legal Ilona Jerry

APPROVED

MOTION

DATE: 10-22-03
KMF

October 22, 2003

**Granite Telecommunications, LLC
Local Exchange
Public Convenience and Necessity**

Case No. PU-2948-03-577

I move the Commission issue a Notice of Opportunity for Hearing in the captioned application for a certificate of public convenience and necessity to provide facilities based competitive local exchange telecommunication services in North Dakota.

JRL/sdh

3

PU-2948-03-577

Pages. 1

Motion

by Public Service Commission

10/22/2003

CC: Comm Legal Ilona Jerry

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

Granite Telecommunications, LLC
Local Exchange
Public Convenience and Necessity

Case No. PU-2948-03-577

NOTICE OF OPPORTUNITY FOR HEARING

October 22, 2003

On October 7, 2003, Granite Telecommunications, LLC of Quincy, MA, filed an application for a certificate of public convenience and necessity to provide facilities-based competitive local exchange telecommunications services throughout North Dakota.

The issues to be considered in this matter are:

1. Fitness and ability of the applicant to provide service.
2. Adequacy of the proposed service.
3. Technical, financial and managerial ability of the applicant to provide service.

Those interested are invited to comment on the application in writing. Persons desiring a hearing must file a written request identifying their interest in the proceeding and the reasons for requesting a hearing. Comments and requests for hearings must be received by **December 1, 2003**. If deemed appropriate, the Commission can determine the matter without a hearing.

For more information contact the Public Service Commission, State Capitol, Bismarck, North Dakota 58505, 701-328-2400; or Relay North Dakota 1-800-366-6888 TTY. If you require any auxiliary aids or services, such as readers, signers, or Braille materials please notify Jon Mielke, Executive Secretary.

PUBLIC SERVICE COMMISSION


Susan E. Wefald
Commissioner


Tony Clark
President

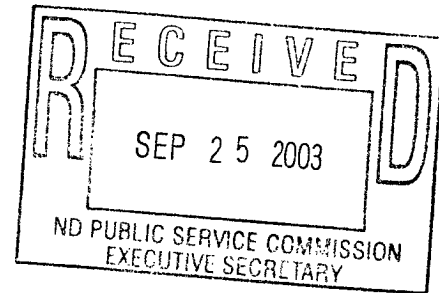

Kevin Cramer
Commissioner

MILLER ISAR, INC.

REGULATORY CONSULTANTS

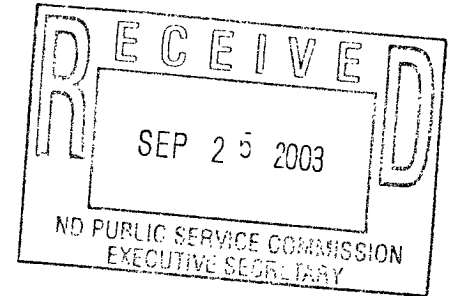
STACEY A. KLINZMAN

7901 SKANSIE AVENUE,
SUITE 240
GIG HARBOR, WA 98335
TELEPHONE: 253.851.6700
FACSIMILE: 253.851.6474
HTTP /WWW.MILLERISAR.COM



Via Overnight Delivery
September 24, 2003

Jon Mielke, Executive Secretary
Public Service Commission of North Dakota
600 E. Boulevard Ave., Dept. 408
Bismarck, North Dakota 58505-0480



Re: Granite Telecommunications, LLC. – Application for Authority to Provide Facilities-Based Local Exchange Services throughout North Dakota.

Dear Mr. Mielke:

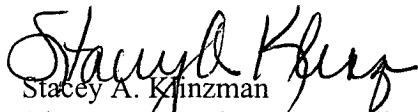
Enclosed please find an original and six (6) copies of Granite Telecommunications, LLC's ("Granite") Application for Authority to Provide Facilities-Based Local Exchange Services. With this application, Granite requests authority to provide facilities-based local exchange services, including intraLATA toll services, throughout the State of North Dakota. Included as attachments to the application are Granite's original Certificate of Authority to do business in North Dakota and original Certificate of Good Standing from the North Dakota Secretary of State. Granite has filed an Application for Certificate of Registration to provide resold local exchange and interexchange services in North Dakota under separate cover.

Please acknowledge receipt of this filing by date-stamping and returning the additional copy of this transmittal letter in the self-addressed, postage-paid envelope provided for this purpose.

Questions regarding this filing may be directed to me.

Sincerely,

MILLER ISAR, INC.


Stacey A. Klinzman
Director – Regulatory Compliance
Enclosures

cc: Geoff Cookman, Granite Telecommunications, LLC

1

PU-2948-03-577

Pages: 62

Application for Local Exchange PC&N
Certificate
by Granite Telecommunications, LLC

10/07/2003

CC: Comm Legal Ilona Jerry

BEFORE THE PUBLIC SERVICE COMMISSION
IN AND FOR THE STATE OF NORTH DAKOTA

In Re The Application Of)
Granite Telecommunications, LLC, For) Docket No. _____
a Certificate Of Public Convenience and)
Necessity To Provide Competitive)
Facilities Based Local Exchange)
Telecommunications Services)
Within The State Of North Dakota)
_____)

APPLICATION AND RECITALS

COMES NOW Applicant Granite Telecommunications, LLC, (henceforth “Granite” or “Applicant”), pursuant to ND Cent. Code §§49-03.1-03 and 49-03.1-04, to respectfully request the Public Service Commission of the State of North Dakota (henceforth “Commission”) to grant its application for a certificate of public convenience and necessity to provide facilities-based local exchange telecommunications services within and for the State of North Dakota. Applicant has filed an application for registration to provide resold interexchange and resold local exchange services in North Dakota under separate cover. In addition, Applicant respectfully requests, pursuant to ND Cent. Code §49-03.1-05, that if no request for hearing on this application is received within the specified time, the Commission exercise its discretionary authority to grant the requested certification without such a hearing.

Applicant proposes to offer facilities based local exchange services primarily to business customers, within the State of North Dakota utilizing combinations of unbundled network elements platform (UNE-P) and resale products purchased from the incumbent local exchange carrier (ILEC). Applicant reserves the right to expand its

facilities based operation to include its own constructed equipment and network elements, though no plan exists to do so at this time.

Applicant will focus on providing local exchange telecommunications services mainly to business customers in the State of North Dakota, but expects to provide incidental residential service as well. Applicant's goal is to bring consumers within the State of North Dakota a full range of telecommunication service choices to all consumers at competitive pricing.

In support of this application, Applicant provides the following information:

**I
THE APPLICANT**

A. Business Entity Information:

- (1.) Applicant is a privately held limited liability company organized under the laws of the State of Delaware on April 1, 2002. Applicant's principle place of business is located at:

Granite Telecommunications, LLC
234 Copeland Street
Quincy, MA 02169
Telephone: (617) 847-1500
Facsimile: (617) 847-0931
Web Page: www.granitenet.com

A true and correct copy of Applicants Certificate of Formation is attached hereto as **Exhibit A**.

- (2.) Applicant has made application to the North Dakota Secretary of State for authority to conduct and transact business within the State of North Dakota as a foreign limited liability company. Attached hereto as **Exhibit B** is the Secretary of State's certificate of authority to transact business as

a foreign limited liability company. Also attached is an original certificate of good standing.

- (3.) Applicant's registered agent in the State of North Dakota for service of process is:

National Registered Agents, Inc.
220 North Fourth Street
Bismarck, ND 58501

- (4.) Any and all questions the Commission may have regarding the Applicant's operations in and for the State of North Dakota may be directed to:

Mr. Geoff Cookman
Director—Regulatory Affairs and Carrier Relations
Granite Telecommunications, LLC
234 Copeland Street
Quincy, MA 02169
Telephone: (617) 847-1500
Facsimile: (617) 847-0931
Email: gcookman@granitenet.com

B. Owners and Members:

- (1.) The following is a list of the owners/members of Applicant:

Name	Address	Ownership Interest
Mr. Robert T. Hale, Sr.	234 Copeland Street Quincy, Massachusetts 02169 (617) 847-1500	40%
Mr. Robert T. Hale, Jr.	234 Copeland Street Quincy, Massachusetts 02169 (617) 847-1500	40%
Granitel, Incorporated	234 Copeland Street Quincy, Massachusetts 02169 (617) 847-1500	17.5%
Mr. Rand Currier	234 Copeland Street Quincy, Massachusetts 02169 (617) 847-1500	2.5%

Biographical information on Messrs. Hale Sr., Hale Jr., and Currier is contained in Applicant's Senior Management Biographies, attached hereto as **Exhibit C**.

II
DESIGNATED CONTACTS

- A. Regulatory Contact: Applicant's authorized and designated contact for all issues regarding regulatory compliance is

Mr. Geoff Cookman
Director—Regulatory Affairs and Carrier Relations
Granite Telecommunications, LLC
234 Copeland Street
Quincy, MA 02169
Telephone: (617) 847-1500
Facsimile: (617) 847-0931
Email: gcookman@granitenet.com.

- B. Consumer Contact: Applicant's authorized and designated contact for all issues regarding consumer or customer service and complaints is

Mr. Paul Stutzman
Customer Service Manager
Granite Telecommunications, LLC
234 Copeland Street
Quincy, MA 02169
Telephone: (617) 847-1500
Facsimile: (617) 847-0931
Email: pstutzman@granitenet.com.

- C. Application Contact: Applicant's authorized and designated contact for all issues regarding this application is

Ms. Stacey A. Klinzman
Director—Regulatory Compliance
Miller Isar, Inc.
7901 Skansie Avenue, Suite 240
Gig Harbor, WA 98335
Telephone: (253) 851-6700
Facsimile: (253) 851-6474
Email: sklinzman@millerisar.com

III
DESCRIPTION OF BUSINESS AND AUTHORITY REQUESTED

A. Applicant's Business Plan In North Dakota: Applicant intends to operate as a provider of local exchange and interexchange telecommunications services in the State of North Dakota. The Applicant is committed to provide a full range of competitive telecommunications services to consumers within the State of North Dakota, although it will primarily focus on business consumers.

B. Applicant's Certification Status In Other Jurisdictions: Applicant has applied for and has been granted authority to provide resold and facilities-based local exchange service and resale interexchange service in the following states: Alabama, Delaware, Florida, Georgia, Kentucky, Louisiana, Massachusetts, Maine, Maryland, Mississippi, Montana, North Carolina, New Hampshire, New Jersey, New York, Rhode Island, South Carolina, Tennessee, Texas, Vermont and West Virginia. Applicant is authorized to provide interexchange service only in Michigan, but its local authority application is pending. Applicant is in the process of filing applications for authority throughout the remaining United States of America. As of the time of the execution of this application, Applicant has not been denied a certificate of authority to provide telecommunications services, nor has any regulatory or other legal enforcement action been taken against the Applicant, including revocation of a certificate of authority.

C. Applicant's Request For Authority: By this application, Applicant seeks authority from the Commission to provide a full range of facilities based local exchange telecommunications services. Applicant intends to market all forms of switched and dedicated telecommunications services through Internet, direct mailing and direct marketing contact from personnel located at the Applicant's company headquarters or other designated location. Further, Applicant may employ independent agents, compensated on a commission basis, for direct marketing and sales. Applicant will not maintain or employ any staff within the State of North Dakota.

D. Applicant's Area Of Authority: With respect to scope of operation, Applicant seeks authority from the Commission to operate in those areas of the State of North Dakota previously approved by the Commission for provision of competitive local exchange services. The Applicant respectfully requests permission to concur in the service area maps of Qwest Communications Corporation, already on file with the Commission. Applicant has filed a request for interconnection with Qwest Communications Corporation in North Dakota. Applicant will submit a copy of its interconnection agreement and tariff once they become available, said submission pursuant to Commission rule.

IV
DESCRIPTION AND FITNESS OF COMPANY

Applicant is a privately held limited liability company organized under the laws of the State of Delaware on April 1, 2002. Applicant's senior management team includes individuals with substantial experience in the successful development and operations of a telecommunications business, as well as the technical expertise in interexchange and CLEC networks. Details of the senior managements business and operational experience is contained in **Exhibit C**, attached hereto. Please also refer to the Affidavit of Robert T. Hale, Jr., for further affirmations of competency.

V
PROPOSED TARIFF

All of the Applicant's proposed local exchange services in the State of North Dakota will be provided pursuant to the terms and conditions set forth in the Applicant's local exchange service tariff, attached hereto as **Exhibit D**.

VI
BILLING

Applicant will bill all of its customers directly. All invoices for service fees and charges shall bear the name and address of the Applicant, as well as bear a toll-free telephone number for customer inquiries and complaints.

VII CUSTOMER SERVICE

- A. Individual Customer Inquiries: Customer service representatives are available twenty-four (24) hours per day, seven (7) days per week and can be reached at Applicant's toll free number is (866) 847-5500.
- B. Individual Customer Complaint Resolution: The customer's first point of contact for billing or service complaints is Applicant's Customer Service Department's trained representatives. If, after contacting Applicant's customer service representative, the customer remains dissatisfied, the customer may be connected with Applicant's Customer Service Manager, Paul Stutzman. Customers will be advised that they may contact the Commission at any time for assistance in the resolution of any issue concerning the Applicant's telecommunications service.
- C. Written Complaints: Written inquiries and complaints, whether from a regulatory body or other entity or person, will be handled by Applicant's management. Written complaints will be promptly reviewed, researched, and responded to in a reasonable time.

VIII
STATEMENT OF COMPLIANCE

Applicant agrees and affirms to abide by all applicable statutes, orders, rules and regulations entered and adopted by the Commission for competitive local carriers in the State of North Dakota. The Applicant will allow its local exchange customers to obtain interLATA and intraLATA interexchange service from other toll carriers as well as local operator and directory services from other providers on a non-discriminatory basis and manner. Where the Applicant offers a service in a particular exchange, the Applicant will offer that same service on a non-discriminatory basis to all customers in that exchange. The Applicant will provide its local customers with a local calling area that is at least as large in scope as the calling area of the incumbent local exchange carrier in the area.

IX
PUBLIC INTEREST CONSIDERATIONS

The Commission's approval of this application will serve the public interest and result in direct benefits to local customers in the State of North Dakota. The Applicant will excel in outstanding customer service and provide packaged services that are affordable and unique to the telecommunications industry.


[Signature Next Page]

X
CONCLUSION

WHEREFORE, Applicant Granite Telecommunications, LLC, respectfully petitions the North Dakota Public Service Commission for a Certificate of Public Convenience and Necessity to provide competitive facilities-based and resold local exchange and resold interexchange telecommunications services in and to the State of North Dakota.

DATED THIS 9 day of September 2003.

GRANITE TELECOMMUNICATIONS, LLC



ROBERT T. HALE, JR., President/CEO
Granite Telecommunications, LLC

BEFORE THE PUBLIC SERVICE COMMISSION
IN AND FOR THE STATE OF NORTH DAKOTA

In Re The Application Of)
Granite Telecommunications, LLC, For a)
Certificate Of Public Convenience and)
Necessity To Provide Competitive)
Facilities Based Local Exchange and)
Interexchange Telecommunications Services)
Within The State Of North Dakota)
_____)

Docket No. _____

AFFIDAVIT OF
ROBERT T. HALE, JR.

COMMONWEALTH OF MASSACHUSETTS)
) ss.
County of Norfolk)

ROBERT T. HALE, JR., duly sworn upon oath, deposes and declares:

(1.) I am a Member of Granite Telecommunications, LLC, am over the age of eighteen (18) years, have personal knowledge of the matters contained herein, and am competent to testify thereto;


(2.) I have reviewed the application of Granite Telecommunications, LLC, and believe that the statements and exhibits attached thereto are true and correct to the best of my knowledge, information and belief;

(3.) Granite Telecommunications, LLC, is a cash –flow positive business, capable of maintaining long term financial viability;

(4.) Affiant makes this affidavit to meet the requirements of the Public Service Commission of the State of North Dakota regarding the financial viability of Applicant Granite Telecommunications, LLC.

FURTHER AFFIANT SAYETH NAUGHT.

(SIGNATURE ON NEXT PAGE)



ROBERT T. HALE, JR.

SWORN AND SUBSCRIBED TO before me this 9th day of September,
2003.

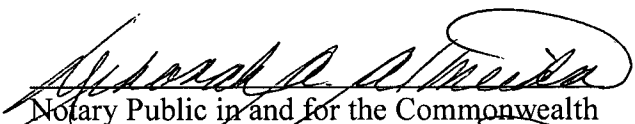

Notary Public in and for the Commonwealth
of Massachusetts, residing in Boston.
My Commission expires Nov. 28, 08

EXHIBIT A

CERTIFICATE OF FORMATION
(Attached)

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "GRANITE TELECOMMUNICATIONS, LLC", FILED IN THIS OFFICE ON THE FIRST DAY OF APRIL, A.D. 2002, AT 9 O'CLOCK A.M.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3509271 8100

AUTHENTICATION: 1700104

5-02-202 1:03AM FROM

P.6

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 04/01/2002
020210189 - 3509271

**STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION**

• First: The name of the limited liability company is GRANITE TELECOMMUNICATIONS, LLC

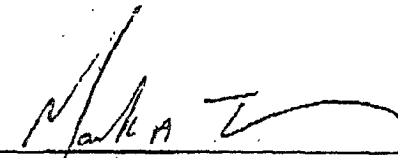
• Second: The address of its registered office in the State of Delaware is _____
101 North Fairfield Drive in the City of Dover

The name of its Registered agent at such address is _____
Corporate Systems Inc.

• Third: (Use this paragraph only if the company is to have a specific effective date of dissolution.) "~~The business of this limited liability company is to operate as~~
_____."

• Fourth: (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation of
GRANITE TELECOMMUNICATIONS, LLC this 1st day of April, 2002.

BY: 
Authorized Person(s)

NAME: Mark A. Tanner
Type or Print

RECEIVED

AUG 05 2003

SEC. OF STATE



CERTIFICATE OF AUTHORITY FOREIGN LIMITED LIABILITY COMPANY APPLICATION SECRETARY OF STATE SPN 19381A (19381 + 7974) (10-99)

FOR OFFICE USE ONLY

ID # 19529700 HC WOV# 68175 Filed 8-5-03 By [Signature]

TYPE OR PRINT LEGIBLY SEE REVERSE SIDE FOR FEES, FILING AND MAILING INSTRUCTIONS

- 1. The application is accompanied by: [X] Certificate of authority fee of \$125, [X] Signed consent of registered agent and fee of \$10, [X] Current, ORIGINAL CERTIFICATE OF GOOD STANDING... [] Certification of professional license, [] Signed consent to use of name and fee of \$10, [] Trade name registration and fee of \$25

For reference, see North Dakota Century Code, Sections 10-31-01, 10-31-19.1, and 10-32-138

2. Identify type of limited liability company applying for certificate of authority

- [X] Foreign Business [] Foreign Professional

3. Name of limited liability company exactly as it appears on Certificate of Good Standing from state or country of origin Granite Telecommunications, LLC

4. Federal ID # Information Privatized

5. Name is the same as, or deceptively similar to a name registered with the North Dakota Secretary of State and the application for certificate of authority is being submitted with:

- [] Consent to use of name [] Certified copy of a final decree of a court of competent jurisdiction... [] Trade Name Registration to use a trade name when transacting business in North Dakota

6. Name to be used in North Dakota if different from that in number 3. (SEE INSTRUCTION)

7. Complete address of executive office (Street/RR, PO Box, City, State, Zip+4) which may not only be a post office box number

234 Copeland Street, Quincy, MA 02169

8. State or country where organized Delaware

9. Date when limited liability company will expire in state or country of origin (month, day, year)

10. Telephone # 817.847.1500

11. Toll-free telephone # 866.847.5500

12. Name of registered agent in North Dakota

National Registered Agents, Inc.

13. Federal ID/Social Security # of registered agent

Information Privatized

14. Address of registered agent in North Dakota (Street/RR, PO Box, City, State, Zip+4) which may not only be a post office box number

220 North Fourth Street, Bismarck, ND 58501

15. Nature of business or activities the limited liability company intends to conduct in the State of North Dakota

Telecommunications

16. MANAGERS AND GOVERNORS OF THE LIMITED LIABILITY COMPANY

Table with columns: MANAGERS, Check box if manager also serves as governor, COMPLETE MAILING ADDRESS (Street/RR, PO Box, City, State, Zip+4). Includes entries for 'Member' and 'SEE ATTACHED LIST'.

If needed, attach sheet to add names of additional managers or governors.

17. "The undersigned has read the foregoing application, knows the contents thereof, and believes the statements are true."

[Signature] Original signature

7/31/03 Date

18. Name of person to contact about this application

Zulma Howarth 877-462-2386

Daytime telephone #

Attachment for Granite Telecommunications, LLC

<u>NAME</u>	<u>TITLE</u>	<u>RESIDENCE ADDRESS</u>	<u>BUSINESS ADDRESS</u>
Robert T. Hale, Jr.	Pres/CEO	440 River Road Westport, MA 02790-5185	234 Copeland Street Quincy, MA 02169
Robert Hale, Sr.	Ch. of the Bd.	8 Olmsted Dr. Hingham, MA 02043	Same as above
Rand Currier	V. P. Operations	2001 Marina Drive Quincy, MA 02169	Same as above
Geoff Cookman	Dir. Reg. Affairs & Carrier Relations	127 Spring Lane Canton, MA 02021	Same as above



REGISTERED AGENT
CONSENT TO SERVE
SECRETARY OF STATE
SFN 7974 (7-98)

FOR OFFICE USE ONLY

ID #	19529700
File #	
WO #	68175
Filed	P-503 By [Signature]

RECEIVED

AUG 05 2003

SEC. OF STATE

SEE REVERSE SIDE FOR FILING AND MAILING INSTRUCTIONS

1. FILING FEE: \$10.00

TYPE OR PRINT LEGIBLY

2. Name of the organization for which the registered agent is to serve (corporation, limited liability company, limited liability partnership, limited partnership, limited liability limited partnership or real estate investment trust)

GRANITE TELECOMMUNICATIONS, LLC

3. Name of the registered agent

National Registered Agents, Inc.

4. Registered agent is (Check one)

- An individual North Dakota resident
- A corporation
- A limited liability company
- A limited liability partnership

5. Federal ID # or social security # of registered agent

Information Privatized

6. An individual appointed as registered agent must sign a consent to serve in that capacity. When a corporation, a limited liability company, or limited liability partnership is named as registered agent, an officer or someone authorized by the organization may sign on behalf of the corporation, limited liability company, or limited liability partnership.

*The undersigned, as the newly appointed registered agent, agrees to act as the registered agent for this organization until a change, or

National Registered Agents, Inc.

Zelma M. Howarth

August 4, 2003

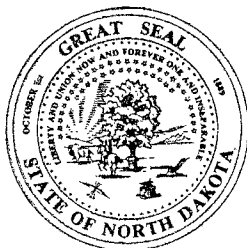
Original signature of registered agent

Date

Zelma M. Howarth - Asst. Secy

State of North Dakota

SECRETARY OF STATE



CERTIFICATE OF GOOD STANDING OF

GRANITE TELECOMMUNICATIONS, LLC

The undersigned, as Secretary of State of the State of North Dakota, hereby certifies that GRANITE TELECOMMUNICATIONS, LLC, a FOREIGN LIMITED LIABILITY COMPANY, authorized to transact business in the State of North Dakota on August 5, 2003, and according to the records of this office as of this date, has paid all fees due this office as required by North Dakota statutes governing a FOREIGN LIMITED LIABILITY COMPANY.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing to

GRANITE TELECOMMUNICATIONS, LLC

Issued: September 17, 2003

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

State of North Dakota

SECRETARY OF STATE



CERTIFICATE OF AUTHORITY OF

GRANITE TELECOMMUNICATIONS, LLC
Secretary of State ID#: 19,529,700

The undersigned, as Secretary of State of the State of North Dakota, hereby certifies that an application of

GRANITE TELECOMMUNICATIONS, LLC

for a Certificate of Authority to transact business in this State, duly signed and executed as required by North Dakota statutes governing a FOREIGN LIMITED LIABILITY COMPANY, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Authority to

GRANITE TELECOMMUNICATIONS, LLC

to transact business in this State under the name of

GRANITE TELECOMMUNICATIONS, LLC

Issued: August 5, 2003

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

EXHIBIT C

SENIOR MANAGEMENT BIOGRAPHIES
(Attached)

GRANITE TELECOMMUNICATIONS, LLC
SENIOR MANAGEMENT BIOGRAPHIES

Robert Hale Jr., President/Chief Executive Officer

Robert Hale, Jr. is the co-founder, president, and chief executive officer of Granite Telecommunications, LLC. Mr. Hale gained previous experience in telecommunications sales through his positions at MCI, US Telecenters (a reseller of NYNEX) and Network Plus, Inc. before he co-founded Granite Telecommunications. Rob has been recognized by industry publications for his leadership in new technologies and was named to the Top 30 of the Most Influential People in Telecom by Phone + Magazine in November 1999. Rob is also very actively involved with the Big Brother Foundation and Make-A-Wish Foundation of Greater Boston.

Robert Hale, Sr., Chairman of the Board

Robert Hale has over thirty-five years of experience in telecommunications, domestics, and importing industries. Prior to co-founding Granite Telecommunications, LLC, Mr. Hale co-founded Network Plus, Inc. and served as its Chairman of the Board of Directors from 1990 to 2002. He is a founding member of the Telecommunications Resellers Association, now known as the Association of Communications Enterprises, served as chairman of its Carrier Committee, since 1993, and served as chairman of its board from 1995 to 1997. Mr. Hale was president of Hampshire Imports, the original importer of Laura Ashley Women's Wear to the US and a manufacturer of exclusive women's apparel, from 1968 to 1992.

Rand Currier, Chief Operating Officer

Rand Currier has over fifteen years experience in telecommunications. Mr. Currier previously worked at Network Plus, Inc. from 1998 to 2002, ending his tenure as Senior Vice President of Operations and Wholesale. Rand was with Sprint International/Global One from 1988 to 1998 directing project management teams on Asia/Pacific ventures and large USA projects. Mr. Currier holds an M.B.A degree in finance and international business from The American University and a B.S. degree from HLC, both with Honors.

Geoff Cookman, Director, Regulatory Affairs and Carrier Relations

Geoff Cookman has 10 years of experience in the competitive communications industry. Mr. Cookman most recently served as the Director of Cost of Access for Network Plus, Inc. Mr. Cookman's areas of experience include, Access Cost Management, Contract Negotiation and Carrier Relations, Network Planning and Engineering, Network Maintenance and Repair, State and Federal Regulatory Affairs, Pricing and Product Management, Sales and Customer Support, DMS Switch Engineering and Translations, Communications Taxes and Credit/Collections Management. Mr. Cookman holds a B.S. degree from Norwich University.

Paul Stutzman, Vice President of Operations

Paul Stutzman has over 15 years of experience in the telecommunications industry. Paul Stutzman has worked with MCI from 1988-1990 and Network Plus from 1990 to 2002, recently serving as Director of Network Services. Mr. Stutzman has extensive experience in the areas of network planning and provisioning, including network capacity management, DMS engineering, long distance backbone development, LSR/ASR/ASOG service, telcordia standards and product management. Mr. Stutzman holds a B.S. degree from Plymouth State College, NH.

EXHIBIT D

ILLUSTRATIVE LOCAL TARIFF
(Attached)

TARIFF SCHEDULE APPLICABLE TO
LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES
AND INTRALATA TOLL SERVICES

by

Granite Telecommunications, LLC

234 Copeland Street
Quincy, Massachusetts 02169
(617) 847-1500

Issued:

Issued By:

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

Effective Date:

CHECK SHEET

The Title Sheet and Sheets 1 through ___ inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
Title	Original	28	Original
1	Original	29	Original
2	Original	30	Original
3	Original	31	Original
4	Original	32	Original
5	Original	33	Original
6	Original	34	Original
7	Original	35	Original
8	Original	36	Original
9	Original	37	Original
10	Original	38	Original
11	Original	39	Original
12	Original	40	Original
13	Original	41	Original
14	Original	42	Original
15	Original	43	Original
16	Original	44	Original
17	Original	45	Original
18	Original	46	Original
19	Original	47	Original
20	Original	48	Original
21	Original	49	Original
22	Original	50	Original
23	Original	51	Original
24	Original	52	Original
25	Original	53	Original
26	Original	54	Original
27	Original	55	Original

Issued:

Effective Date:

Issued By:

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

CHECK SHEET, Continued

<u>SHEET</u>	<u>REVISION</u>
56	Original
57	Original
58	Original
59	Original
60	Original
61	Original
62	Original

Issued:

Issued By:

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

Effective Date:

TABLE OF CONTENTS

Title Sheet	Title
Check Sheet	1
Table of Contents	3
Explanation of Symbols	4
Tariff Format	5
Application of Tariff	6
Section 1 - Technical Terms and Abbreviations	7
Section 2 - Rules and Regulations	18
Section 3 - Description of Service	
Section 4 - Rates	
Section 5 - Local Calling Areas	

Issued:
Issued By:

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

Effective Date:

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C) To signify **changed** condition or regulation
- (D) To signify **deleted or discontinued** rate, regulation or condition
- (I) To signify a change resulting in an **increase** to a Customer's bill
- (M) To signify that material has been **moved from** another tariff location
- (N) To signify a **new** rate, regulation condition or sheet
- (R) To signify a change resulting in a **reduction** to a Customer's bill
- (T) To signify a change in **text** but no change to rate or charge

Issued:
Issued By:

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

Effective Date:

TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

Issued:
Issued By:

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

Effective Date:

APPLICATION OF TARIFF

This tariff contains the rates applicable to the provision of intrastate communications services by virtue of one-way and/or two-way information transmission between points within the State of North Dakota.

Issued:

Effective Date:

Issued By:

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

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Agency

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

Alternate Routing ("AR")

Allows E911 calls to be routed to a designated alternate location if: (1) all E911 exchange lines to the primary PSAP (*See* definition of PSAP below.) are busy; or (2) the primary PSAP closes down for a period (night service).

Authorized User

A person, corporation or other entity who is authorized by the Company's Customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

Automatic Location Identification ("ALI")

The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

Automatic Number Identification ("ANI")

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

Issued:

Issued By:

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

Effective Date:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Called Station

The terminating point of a call (i.e., the called number).

Calling Card

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Central Office

An operating office of the Company where connections are made between telephone exchange lines.

Channel

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

Channel Conversion

The termination of 1.544 Mbps Service at a Customer's location with conversion of the digital signal to 24 analog voice grade circuits. Channel Conversion can be furnished by the Customer.

Channel Service Unit ("CSU")

The equipment located at the Customer's premises which terminates each 1.544 Mbps Digital Loop and performs such functions as proper termination of facilities, regeneration of signals, recognition and correction of signal format errors and provides remote loop-back capability.

Issued:

Issued By:

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

Effective Date:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Commission

North Dakota Public Service Commission

Communications Systems

Channels and other facilities which are capable of two-way communications between subscriber-provided terminal equipment or telephone company stations, even when not connected to exchange and message toll communications service.

Company

Granite Telecommunications, LLC ("Granite")

Credit Card

A valid bank or financial organization card, representing and account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

Customer

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Customer Premises Equipment ("CPE")

Equipment provided by the Customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, or other communication system.

Issued:

Effective Date:

Issued By:

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

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Debit Card

A valid bank or financial organization card, representing both an account from which the costs of products and services purchased by the card holder may be charged.

Dedicated Access

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

Default Routing ("DR")

When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

Demarcation Point

The physical dividing point between the Company's network and the Customer.

Digital

A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

Issued:

Effective Date:

Issued By:

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

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Direct Inward Dial ("DID")

A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

Direct Outward Dial ("DOD")

A service attribute that allows individual station users to access and dial outside numbers directly.

Disconnect or Disconnection

The termination of a circuit connection between the originating station and the called station or the Company's operator.

Dual Tone Multi-Frequency ("DTMF")

The pulse type employed by tone dial station sets (touch tone).

Emergency Service Number ("ESN")

A unique code, assigned by the Company, used to define specific combinations of police, fire and/or ambulance jurisdictions, or any other authorized agency, which are designated by the Customer.

E911 Customer

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

Issued:

Issued By:

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

Effective Date:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

E911 Service Area

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

Error

A discrepancy or unintentional deviation by the Company from what is correct or true. An "error" can also be an omission in records.

Exchange

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

Exchange Access Line

A central office line furnished for direct or indirect access to the exchange system.

Exchange Service

The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

Final Account

A Customer whose service has been disconnected who has outstanding charges still owed to the Company.

Flat Rate Service

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

Issued:

Effective Date:

Issued By:

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

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Interface

That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

Interoffice Mileage

The segment of a line which extends between the central offices serving the originating and terminating points.

Interruption

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

LATA

Local Access and Transport Area. The area within which the Company provides local and long distance ("intraLATA") service. For call to numbers outside this area ("interLATA") service is provided by long distance companies.

Link

The physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

Issued:

Issued By:

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

Effective Date:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Leased Channel

A non-switched electrical path used for connection of equipment furnished by the subscriber to equipment furnished by the subscriber or the Company for a specific purpose.

Local Call

A call which, if placed by a Customer over the facilities of the Company, is not rated as a toll call.

Local Calling Area

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

Local Service

Telephone exchange service within a local calling area.

Message Rate Service

A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

Move

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Multi-Frequency ("MF")

An inter-machine pulse-type used for signaling between telephone company switches.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Multiline Hunt

A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

Network Control Signaling

The 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 progress signals indicating re-order or busy conditions, alerting) to control the operation of switching machines in the telecommunications system.

Network Control Signaling Unit

The terminal equipment furnished, installed and maintained by the Telephone Company for the provision of network control signaling.

Node

The location to which digital channels are routed and where access is provided to such lines and associated equipment for testing.

Port

A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the Customer. A port connects a link to the public switched network.

Premises

The space occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Public Safety Answering Point ("PSAP")

An answering location for E911 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.

Rate Center

A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

Referral Periods

The time frame during which calls to a number which has been changed will be sent to a recording which will inform the caller of the new number.

Resale of Service

The subscription to communications service and facilities by one entity and the reoffering of communications service to others (with or without "adding value") for profit.

Same Premises

All space in the same building in which one subscriber has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same subscriber. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.

Selective Routing ("SR")

A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Serving Central Office

The central office from which local service is furnished.

Sharing

An arrangement in which several users collectively use communications service and facilities provided by a carrier, with each user paying a pro-rata share of the communication related costs.

Station

Each telephone on a line and where no telephone associated with the line is provided on the same premises and in the same building, the first termination in station key equipment or a jack for use with a portable telephone.

Subscriber:

See "Customer" definition.

Suspension

Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

Toll Call

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

Two Way

A service attribute that includes DOD for outbound calls and can also be used to carry inbound calls to a central point for processing.

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SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the State of North Dakota.
- 2.1.2. Company offers resold, non-facilities-based telecommunications services to Customers for the direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. The Company's services are provided on a monthly basis and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.4. Request for service under this tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.2. LIMITATIONS

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.2.2. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.3. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.4. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.5. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.
- 2.2.6. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. USE**

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
- 2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.
- 2.3.5. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.6. Service will not be used to call another person so frequently or at such times of day or in any manner so as to annoy, abuse, threaten or harass the called party.
- 2.3.7. Service will not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service or otherwise impairs the quality of service to other Customers.
- 2.3.8. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY

- 2.4.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. For the purpose of computing such amount, a month is considered to have thirty (30) days. In no event will the Company be responsible for consequential damages for lost profits suffered by a Customer or end user as the result of interrupted or unsatisfactory service.
- 2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.4.3. Company shall be indemnified and held harmless by the Customer against:
- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
 - B. Claims for patent infringement arising from combining or connecting Company's facilities with apparatus and systems of the Customer; and
 - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.4.4. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the result of the Company's negligence.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.5. Company shall not be liable for, and the Customer indemnifies and holds harmless from, any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, delayed installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.
- 2.4.6. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.4.7. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.8. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to North Dakota law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.9. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.
- 2.4.10. In the absence of gross negligence or willful misconduct, and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.
- 2.4.11. With respect to Emergency Number 911 Service:
- A. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer, or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service; or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

2.4.11., Continued

- B. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Emergency 911 Service features and the equipment associated therewith, or by any services furnished by the Company, 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 Emergency 911 Service, and which arises out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. EQUIPMENT AND FACILITIES

2.5.1. The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provisioned equipment is connected to the facilities furnished under this tariff, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this tariff. Beyond this responsibility, the Company will not be responsible for:

- A. the transmission of signals to Customer-provided equipment or for the quality of, or defects in, such transmission; or
- B. the reception of signals by Customer-provided equipment; or
- C. network control signaling when performed by Customer-provided network control signaling equipment.

2.5.2. At the request of the Customer, installation or maintenance may be performed outside of the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged by the Company will apply. If installation or maintenance is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply.

2.6. CUSTOMER RESPONSIBILITIES

2.6.1. The Customer is responsible for the payment of all charges for services furnished to the Customer and for all additional charges for calls the Customer elects to continue making.

2.6.2. The Customer is responsible for compliance with applicable regulations set forth in this tariff.

2.6.3. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.7. INTERRUPTION OF SERVICE**

- 2.7.1. Credit for Interruptions: When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.7.2. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.7.3. The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula: $\text{Credit} = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

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SECTION 2 - RULES AND REGULATIONS, Continued

2.8. RESTORATION OF SERVICE

- 2.8.1. The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.
- 2.8.2. When a Customer's service has been disconnected in accordance with this tariff and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service.

2.9. MINIMUM SERVICE PERIOD

- 2.9.1. The minimum service period is one month (30 days). The Customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a Customer disconnects service before the end of the minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the minimum period of service obligation.
- 2.9.2. If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for service for the remainder of the minimum period.
- 2.9.3. If service is switched over to a new Customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new Customer if the new Customer agrees in writing to accept them. For facilities not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.10. INSTALLATION SERVICE**

The Company will comply with Commission regulations for installation of service.

2.11. ACCESS TO CUSTOMER'S PREMISES

The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.12. PAYMENTS AND BILLING

2.12.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until cancelled by the Customer on not less than thirty (30) days' notice.

2.12.2. The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears. Customer will be billed and is responsible for payment of applicable local, state and federal taxes assessed in connection with the services used. It is contemplated that payment be done electronically, with payment made by means of the Customer's credit card, debit card, or other similar mechanism approved by the Company. In the sole discretion of the Company, payments may be made by check.

2.12.3. When a check which has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a returned check charge of \$10.00.

2.12.4. Billing is payable upon receipt and past due twenty (20) days after issuance and posting of invoice. Bills not paid within twenty-one (21) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, or the maximum allowable under state law. The late payment charge will be applied to all amounts previously billed under this tariff, excluding one (1) month's local service charge, but including arrears and unpaid late payment charges.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.12. PAYMENTS AND BILLING, Continued**

2.12.4. Continued

A. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.

B. Late payment charges do not apply to final accounts.

2.12.5. The Company will provide interest on Customer overpayments that are not refunded within thirty (30) days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The Customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the Customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the Customer deposit interest rate or the Company's applicable late payment charge.

2.12.6. Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the Customer's overpayment was originally recorded to the Customer's account by the Company.

2.12.7. If objection is not received by the Company within three (3) months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the Customer. A bill will not be deemed correct and binding upon the Customer if the Company has records on the basis of which an objection may be considered, or if the Customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted Customer deposit rate or the applicable late payment rate, if any, for the service classification under which the Customer was billed. Interest will be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on Customer overpayments that are refunded within thirty (30) days after the overpayment is received by the Company.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.12. PAYMENTS AND BILLING, Continued

- 2.12.8. Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the Customer if objection is not received by the Company within two (2) months after the bill is rendered.
- 2.12.9. Customers should first seek to resolve billing disputes through the Company's customer service department at (866) 847-1500, or (866) 847-5500. Customer service representatives are available to address such inquiries and any inquiries outside of normal business hours will be answered on the next business day, except in the event of an emergency which threatens Customer service, in which case the Company will respond as promptly as possible.
- 2.12.10. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
 - B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the North Dakota Public Service Commission for its investigation and decision.

The address and telephone number of the Commission are:

North Dakota Public Service Commission
State Capitol, 12th Floor
600 East Boulevard
Bismarck, North Dakota 58505-0480

Telephone number: 701-328-2400

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY CUSTOMER

- 2.13.1. Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation.
- 2.13.2. Customer is responsible for usage charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.
- 2.13.3. Any cost of Company expenditures shall be borne by the Customer if:
- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some the period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
 - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
 - C. If based on an order for service and construction has either begun or has been completed, but no service provided.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.14. CANCELLATION BY COMPANY

2.14.1. Company reserves the right to immediately discontinue furnishing the service to customers without incurring liability, in accordance with North Dakota Public Service Commission Rules.

- A. In the event of a condition determined to be hazardous to the customer, to other customers of the utility, to the utilities equipment, to the public or to employees of the utility; or
- B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
- C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
- D. For unlawful use of the service or use of the service for unlawful purposes; or
- E. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.

2.14.2. Company may discontinue service according to the following conditions, in accordance with the North Dakota Public Service Commission.

- A. For violation of Company's filed tariff.
- B. For the non-payment of any proper charge as provided by Company's tariff.
- C. For Customer's breach of the contract for service between the utility and customer.
- D. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.14. CANCELLATION BY COMPANY, Continued**

- 2.14.3. The discontinuance of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the company shall at all times be entitled to all the rights available to it under law or equity.
- 2.14.4. The Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

2.15. AUTOMATIC NUMBER IDENTIFICATION TERMS AND CONDITIONS

The Company may provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- 2.15.1. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance and completion of a telephone subscriber's original call or transaction.
- 2.15.2. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship a product or service that is directly related to products or services previously purchased by the telephone subscriber from the ANI recipient.
- 2.15.3. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- 2.15.4. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Section 2.15.1., unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.

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234 Copeland Street
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SECTION 2 - RULES AND REGULATIONS, Continued**2.15. AUTOMATIC NUMBER IDENTIFICATION TERMS AND CONDITIONS,**
Continued

- 2.15.5. The Company will make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.
- 2.15.6. Violations of any of the foregoing terms and conditions by any ANI recipient, other than a telephone corporation, shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the telephone corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determined that there have been three (3) or more separate violations in a twenty-four (24) month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

2.16. INTERCONNECTION

- 2.16.1. The Customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with the Company. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service and the signals emitted into the Company's network are of the proper mode, band-width, power, data speed and signal level for the intended use of the Customer. If the Customer or its agent fails to properly maintain and operate its equipment and/or system or that of its agent, the Company may, upon written request, require the use of protective equipment at the Customer's expense.
- 2.16.2. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.16.3. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

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Granite Telecommunications, LLC
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Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued

2.17. ADVANCE PAYMENTS AND DEPOSITS

- 2.17.1. The Company does not require an advanced payment or deposit from the Customer. The Company reserves the right to examine the credit record of all service applicants.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.18. ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

2.18.1 Application of Rates

A. Business rates as described in Section 3 apply to service furnished:

1. In office buildings, stores, factories and all other places of a business nature;
or
2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the Customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location; or
3. At any location when the listing or public advertising indicates a business or a profession; or
4. At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls; or
5. At any location where the Customer resells or shares exchange service.

B. The use of business facilities and service is restricted to the Customer, Customers, agents and representatives of the Customer, and joint users.

2.18.2. Telephone Number Changes

- A. When a business Customer requests a telephone number change, the referral period for the disconnected number is one-hundred-eighty (180) days.**

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SECTION 2 - RULES AND REGULATIONS, Continued

**2.18. ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS,
Continued**

2.18.2., Continued

- B. The Company reserves all rights to the telephone numbers assigned to any Customer. The Customer may order a Customized Number where facilities permit for an additional charge.
- C. When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.
- D. Deposits will be returned to a business Customer upon cancellation of service or after one (1) year, whichever event occurs first, unless the Customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the Customer.

2.18.3. Dishonored Checks

If a business Customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.19. ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS

2.19.1. Back-billing for Residential Customers

The Company shall not charge a residential Customer for previously unbilled service or adjust upward a bill previously rendered when the period for the unbilled service or billing adjustment is more than six (6) months prior to the mailing of the bill or the upward adjustment unless the conduct of the Customer caused or contributed to the failure of the Company to render timely accurate billing. Unless the Customer causes the late billing, the Company shall explain the reason for the late billing and shall advise the Customer that suspension/termination of service is not permitted for charges billed in excess of six (6) months after the service was provided. The Customer will be given the opportunity to pay the charges under an installment plan on a schedule equal in time to the length of the back-billing period.

2.20. TAXES

The Customer is responsible for payment of all federal, state and local taxes, franchise, excise and other fees applicable to the Services, including, but not limited to: sales, use, excise, franchise, access, universal service, 911 services and disabled services.

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Quincy, Massachusetts 02169

Effective Date:

SECTION 3 - DESCRIPTION OF SERVICE

**GRANITE TELECOMMUNICATIONS, LLC'S SERVICE DESCRIPTIONS,
MINIMUM, MAXIMUM, AND ACTUAL RATES TO BE SUPPLEMENTED.
SERVICE IN NORTH DAKOTA NOT TO BE PROVIDED UNTIL RATES
FILED WITH PUBLIC SERVICE COMMISSION**

Issued:

Issued By:

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

Effective Date:

PU-2948-03-577

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Stacey Klingzman
Miller Isar Inc
7901 Skansie Ave Ste 240
Big Harbor Wa 98335

2. Article Number
(Transfer from service label)

7002 2410 0003 4913 3951

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-Z-0985

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Bauer*

- Agent
 Addressee

B. Received by (Printed Name)

Bauer

C. Date of Delivery

10/2/03

D. Is delivery address different from item 1? Yes
if YES, enter delivery address below: No

3. Service Type

- Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

PU-2948-03-577

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Stacey Klingzman
Miller Isar Inc
7901 Skansie Ave Ste 240
Big Harbor Wa 98335

2. Article Number
(Transfer from service label)

7003 1680 0004 9646 3634

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-Z-0985

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Stacey Klingzman*

- Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
if YES, enter delivery address below: No

3. Service Type

- Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

PU-2948-03-577

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Stacey Klingzman
Miller Isar Inc
7901 Skansie Ave Ste 240
Big Harbor Wa 98335

2. Article Number
(Transfer from service label)

7003 1680 0004 9646 3887

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-Z-0985

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

- Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
if YES, enter delivery address below: No

3. Service Type

- Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes