

TC97-010

C4/774

TC97-010

DOCKET NO.

In the Matter of IN THE MATTER OF THE
APPLICATION OF TELCO PARTNERS,
INC. FOR A CERTIFICATE OF
AUTHORITY TO PROVIDE
TELECOMMUNICATIONS SERVICES IN
SOUTH DAKOTA

Public Utilities Commission of the State of South Dakota

DATE

MEMORANDA

2/3	97	Filed, and Rejected,
2/13	97	TC for filing,
3/11	97	Order Granting COA,
3/11	97	Rejection Class

TC97-010

EARLY, LENNON, PETERS & CROCKER, P.C.

ATTORNEYS AT LAW
900 COMERICA BUILDING
KALAMAZOO, MICHIGAN 49007-4752
TELEPHONE (616) 381-8844
FAX (616) 349-8525

RECEIVED

FEB 03 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

GEORGE H. LENNON
JOHN T. PETERS, JR.
DAVID G. CROCKER
HAROLD E. FISCHER, JR.
LAWRENCE M. BRENTON
GORDON C. MILLER

BLAKE D. CROCKER
ROBERT M. TAYLOR
PATRICK D. CROCKER
ANDREW J. VOHRBACH**
NICOLETTE S. HAVEN**

VINCENT T. EARLY
HON. C.H. MULLEN
THOMPSON BENNETT

JOSEPH J. BURGE
11229 1982

*Also admitted in Iowa.

**Also admitted in California and North Carolina.

January 30, 1997

Mr. Marshall Damgaard
Executive Director
South Dakota Public Utilities Commission
State Capitol
Pierre, South Dakota 57501-5070

Re: TELCO PARTNERS, INC.
SDPUC Docket No. _____

Dear Mr. Damgaard:

Enclosed for filing with the Commission please find an original and ten (10) copies of the above captioned corporation's Application for a Certificate of Authority to transact the business of a reseller of interexchange telecommunications services within South Dakota, along with a check in the amount of \$250.00 to cover filing fees relating to same.

Also enclosed is an exact duplicate of this letter. Please date-stamp the duplicate and return same to me in the enclosed postage pre-paid, addressed envelope.

Should you have any questions concerning this filing, please contact me.

Very truly yours,

EARLY, LENNON, PETERS & CROCKER, P.C.

Patrick D. Crocker

PDC/ldt

BEFORE THE
PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF:

THE APPLICATION OF TELCO)	
PARTNERS, INC.)	
FOR A CERTIFICATE OF PUBLIC CONVENIENCE)	
AND NECESSITY TO TRANSACT THE BUSINESS)	DOCKET NO. _____
OF A RESELLER OF INTEREXCHANGE)	
TELECOMMUNICATIONS SERVICES AND)	
FOR APPROVAL OF ITS INITIAL TARIFF)	

APPLICATION FOR AUTHORIZATION

TELCO PARTNERS, INC. (hereinafter "Applicant") respectfully requests that the Public Utilities Commission of the State of South Dakota (hereinafter referred to as "Commission") grant Applicant authority pursuant to SDCL 49-31-3 and in accordance with ARSD 20:10:24:02 to provide intrastate telecommunications services to the public within South Dakota through the resale of similar services offered by other interexchange carriers ("IXCs") in the State. Applicant further requests that the Commission approve its initial proposed tariff. Applicant, for purposes of verification, and in evidence of its fitness to operate and the public need for its services, offers the following information in support of this Application:

Identification of the Applicant

1. Applicant maintains its headquarters at 900 Comerica Building, Kalamazoo, Michigan 49007.
2. Applicant is incorporated under the laws of the State of Pennsylvania. A copy of the Company's Articles of Incorporation is attached hereto as Exhibit A. Applicant is qualified to transact business within the State of South Dakota as a foreign corporation. A copy of the qualifying document is set forth in Exhibit B hereto.

3. Correspondence regarding this Application should be directed to:

Patrick D. Crocker
EARLY, LENNON, PETERS & CROCKER, P.C.
900 Comerica Building
Kalamazoo, MI 49007-4752
(616) 381-8844

4. The name of Applicant's Registered Agent, and the address of the registered office of the corporation in South Dakota is:

Corporation Guarantee and Trust Company
117 E. Capitol
P.O. Box 66
Pierre, South Dakota 57501-0066

Description of Authority Requested

5. Applicant seeks authority to operate as a reseller of intrastate telecommunications services to the public on a statewide basis. Applicant seeks authority to offer a full range of "1+" interexchange telecommunications services on a resale basis. Specifically, Applicant seeks authority to provide MTS, out-WATS, in-WATS, and calling card services.

6. Applicant does not intend to provide operator services, 900 or 700 services.

7. Applicant owns no transmission facilities. Applicant will offer service to its subscribers using facilities of the communications networks of AT&T, other facilities-based IXC's and the local exchange telephone companies ("LECs").

8. Applicant has no plans at this time to construct any telecommunications transmission facilities of its own and seeks no construction authority by means of this Application. Applicant will operate exclusively as a reseller.

9. Applicant will abide by all rules governing telecommunications resellers which the Commission has promulgated or may promulgate in the future, unless application of such rules is specifically waived by the Commission.

Proposed Services

10. Applicant intends to offer MTS, in-WATS, out-WATS, and Calling Card services to subscribers within South Dakota. Applicant combines high quality transmission services with very competitive rates, flexible end user billing, professional customer service and excellent reporting to create a unique blend which meets the individualized needs of such business customers.

11. Applicant's services are designed to be especially attractive to small and medium sized businesses.

12. Applicant intends to engage in "switchless" resale. Applicant will arrange for the traffic of underlying subscribers to be routed directly over the networks of Applicant's network providers.

13. Applicant is committed to the use of ethical sales practices. All distributors of its products must commit in writing to market Applicant's services in a professional manner, and to fairly and accurately portray Applicant's services and the charges for them.

Description and Fitness of Applicant

14. Applicant's officers have extensive managerial, financial and technical experience with which to execute the business plan described herein. Applicant's management personnel represent a broad spectrum of business and technical disciplines, possessing many years of individual and aggregate telecommunications experience. In support of Applicant's managerial and technical ability to provide the services for which authority is sought herein, Applicant submits a description of the background and experience of its current management team as Exhibit C. In support of Applicant's financial ability to provide the proposed services, Applicant attaches a recent Income Statement and Balance Sheet as Exhibit D.

Public Interest Considerations

15. Applicant's entry into the South Dakota marketplace is in the public interest because Applicant intends to make a uniquely attractive blend of service quality, network management and reporting, and low rates available. Namely, Applicant's offering ultimately will enable small and medium businesses in South Dakota to obtain long distance services at rates which previously were available only to larger businesses.

16. In addition to the direct benefits delivered to the public by its services, Applicant's entry into the South Dakota marketplace will benefit the public indirectly by increasing the competitive pressure felt by existing IXCs, spurring them to lower costs and improve services in response.

Requested Regulatory Treatment.

17. Applicant is a non-dominant reseller of interexchange telecommunications services. Applicant requests to be regulated by the Commission in the same relaxed fashion extended to other, similarly situated resellers.

Initial Proposed Tariff

18. Applicant proposes to offer service pursuant to the rules, regulations, rates and other terms and conditions included in Applicant's initial proposed tariff which is attached hereto as Exhibit E. Billing, payment, credit, deposit and collection terms are set forth in Applicant's proposed tariff.

Compliance with ARSD 20:10:24:02

19. In accordance with ARSD 20:10:24:02, Applicant provides the following information:

- (1). The name, address and telephone number of Applicant:

Telco Partners, Inc.
900 Comerica Building
Kalamazoo, Michigan 49007
(888) 305-3141

- (2). Applicant shall provide services under the name Telco Partners, Inc.

- (3). (a) See paragraph 2 of this Application.

- (b) Applicant has no principal office in South Dakota. Applicant's registered agent is set forth in paragraph 4 hereinabove.

- (c) A copy of Applicant's Articles of Incorporation is attached as Exhibit A.

Applicant's Officers and Directors are as follows:

Steve Lutz, President

Ernest Ellis, Secretary

Bonnie Miller, Treasurer

Jeanine Schleiden, Assistant Secretary

- (d) A list of the names and addresses of Applicant's current Officers and

Board of Directors:

Steve Lutz
900 Comerica Building
Kalamazoo, Michigan 49007

Ernest Ellis
900 Comerica Building
Kalamazoo, Michigan 49007

Bonnie Miller
900 Comerica Building
Kalamazoo, Michigan 49007

Jeanine Schleiden
900 Comerica Building
Kalamazoo, Michigan 49007

- (e) The names of Applicant's shareholders and numbers of shares held by each:

<u>Shareholder</u>	<u>% Ownership</u>
Steve Lutz	33 1/3
Ernest Ellis	33 1/3
Bonnie Miller	33 1/3

- (f) No corporation, association, or partnership own any interest in Applicant.

- (g) Applicant owns or controls no subsidiaries.

- (4). Applicant is a corporation organized under the laws of Pennsylvania.
- (5). See paragraph 5 of the Application.
- (6). See paragraph 6 of the Application.

- (7). Applicant shall offer services on all equal access areas within the State of South Dakota. Accordingly, Applicant does not attach a map describing service boundaries.
- (8). See Exhibits D and E attached hereto.
- (9). All complaints and regulatory matters should be directed to Applicant's attorney as set forth in paragraph 3 of this Application.

Applicant's Cost for Underlying Transport Services

20. Applicant proposes to resell services within South Dakota in excess of Applicant's cost of purchasing services from Applicant's underlying carrier (SPRINT). Applicant purchases intrastate services from Sprint for approximately \$.12 per minute and resells to the public for approximately \$.16 a minute.

Conclusion

21. A decision by the Commission to grant Applicant a Certificate of Public Convenience and Necessity is plainly in the public interest. Applicant will introduce important new products and services at very competitive rates as well as enhance the competitiveness of the overall long distance market in South Dakota.

0142-13-9

WHEREFORE, TELCO PARTNERS, INC., respectfully requests that this Commission grant it authority to transact the business of a reseller of interexchange telecommunications services within the State of South Dakota, that the Commission regulate it in a streamlined fashion, and that the Commission approve Applicant's initial proposed tariff effective on the date of the Order granting authority.

Respectfully submitted,

TELCO PARTNERS, INC.

Dated: _____

By: _____

Patrick D. Crocker
**EARLY, LENNON, PETERS
& CROCKER, P.C.**
900 Comerica Building
Kalamazoo, MI 49007-4752

Its: Attorneys

VERIFICATION

Steve Lutz, President of TELCO PARTNERS, INC. first being duly sworn on oath, deposes and says that he has read the foregoing Application and verifies that the statements made therein are true and correct to the best of his knowledge, information, and belief.

TELCO PARTNERS, INC.

By: _____

Steve Lutz

The foregoing instrument was acknowledged before me this 27 day of November, 1996
by Steve Lutz.

Kristina Gray
Notary Public

For the County of Montgomery, Pennsylvania

My Commission Expires: _____

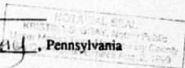


EXHIBIT A

OCT- 8-96 THU 5:47 PM CORP GEAR TR CO

PAY NO 2155636410

P 2

Microfilm Number _____

FILED WITH THE DEPARTMENT OF STATE ON _____

Entity Number _____

Secretary of the CommonwealthARTICLES OF INCORPORATION-FOR PROFIT
MSCB-19-1306/2993

[X] Business-stock (15 Pa. C.S.§1306) [] Professional (15 Pa. C.S.§2903)

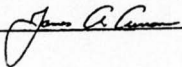
In compliance with the requirements of the applicable provisions of 15 Pa. C.S. the undersigned, desiring to incorporate a corporation hereby state(s) that:

1. The name of the corporation is: TELCO PARTNERS, INC.
2. The address of this corporation's initial registered office in this Commonwealth is: 462 Norristown Road, Suite 200, Blue Bell, PA 19422.
3. The corporation is incorporated under the provisions of the Business Corporation Law of 1988.
4. The aggregate number of shares authorized is: 1,000.
5. The name and address, including street and number, if any, of each incorporator is:

Name
James A. Curran

Address
701 Architects Building
117 South 17th Street
Philadelphia, PA 19103-3090

IN WITNESS WHEREOF, the incorporator has signed these Articles of Incorporation this 8th day of October, 1996.


_____OCT-8-96
PA Dept. of State

OCT- 8-96 TUE 5:48 PM CORP GUAR TR CO

FAX NO. 2155639410

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DOCKETING STATEMENT
DEPARTMENTS OF STATE AND REVENUE

BUREAU USE ONLY:

Dept. of State Entity No. _____

Revenue Box No. _____

Filing Period _____

Date 3 4 5 _____

SIC _____ Report Code _____

[] Pa. Business-stock [] Pa. Professional [] Pa. Nonprofit-nonstock
Corporation registering as a result of Incorporation (Pa.)

1. Name of corporation TELCO PARTNERS, INC.2. Location of (a) initial registered office in Pa. or (b) the name and
county of the commercial registered office provider:(a) 482 Norristown Road, Suite 200, Blue Bell, PA 19422

No. & Street/RD No. & Box City State Zip Code County

(b) c/o _____

Name of commercial registered office provider

County

3. Describe principal Pa. activity to be engaged in, within one year of this
application date: telecommunications services

4. The name and residence address of the Treasurer:

Jeanine Schleiden 482 Norristown Road, Suite 200, Blue Bell, PA 19422

5. Location of principal place of business:

482 Norristown Road, Suite 200, Blue Bell, PA 19422

6. Mailing address if different than #5:

7. Act of General Assembly or authority under which you are organized or
incorporated:Pa Business Corporation Law 1988

EXHIBIT B

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF AUTHORITY

I, JOYCE HAZELTINE, Secretary of State of the State of South Dakota, hereby certify that duplicate of the Application for a Certificate of Authority of TELCO PARTNERS, INC. (PA) to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Corporation Acts, have been received in this office and are found to conform to law.

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



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this November 25, 1996.

Joyce Hazeltnie
JOYCE HAZELTINE
Secretary of State

DEC-18-96 WED 5:01 PM CORP GUAR TR CO

FAX NO. 2155639410

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SECRETARY OF STATE
STATE CAPITOL
500 E. CAPITOL
PIERRE, S.D. 57501-5077
605-773-4845
FAX (605) 773-4845

FILE NO. _____
RECEIPT NO. _____

Filed this

3-4845
5) 773-4550
1996

APPLICATION FOR CERTIFICATE OF AUTHORITY

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

THE NAME OF THE CORPORATION IS TELCO PARTNERS, INC.

(Exact corporate name)

SECRETARY OF STATE

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

(3) State where incorporated PENNSYLVANIA Federal Taxpayer ID# 23-2862770

(4) The date of its incorporation is 10/08/96 and the period of its duration is PERPETUAL.

(5) The address of its principal office in the state or country under the laws of which it is incorporated is
482 NORKISTOWN ROAD, SUITE 200, BLUE BELL, PA Zip Code 19422

(G) The street address, or a statement that there is no street address, of its proposed registered office in the State of South Dakota is 117 E. CAPITOL, PIERRE, SD Zip 57501-0066 and the name of its proposed registered agent in the State of South Dakota at that address is RONALD D. OLINGER

(7) The purposes which it proposes to pursue in the transaction of business in the State of South Dakota are: TELECOMMUNICATIONS SERVICES.

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

Name	Officer Title	Street Address	City	State	Zip
STEVE LUTZ	DIR/PRES/CEO	482 MORRISTOWN RD., STE. 200	BLUE BELL	PA	19422
BONNIE MILLER	DIR/TREAS/CFO	SAME AS ABOVE			
ERNEST ELLIS	DIR/SECRETARY	SAME AS ABOVE			
Jeanne Schindler	Asst. Secretary	same as above			

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

Number of shares	Class	Series	Par value per share or statement that shares are without par value
1,000	COMMON	0	WITHOUT PAR VALUE

DEC-18-96 WED 5:02 PM CORP GUAR TO CO

FAX NO. 2155639410

P. 11

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

Number or shares	Class	Series	Par value per share or statement that shares are without par value
100	COMMON	-	WITHOUT PAR VALUE

(11) The amount of its stated capital is \$ 100,000

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

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

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

The application must be signed by the chairman of the board of directors, or by the president or by another officer.

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

Dated Nov. 4 19 96

(Signature)

Steve Lutz, President

(Title)

State of PENNSYLVANIA

County of CHESTER

On this 4th day of NOV., 19 96, before me Kevin J. Ignatius, known to me, or proved to me, to be personally appeared Steve Lutz of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed same.

My Commission Expires: _____

(Notary Public)

Notarial Seal

Notary Seal:
Kevin J. Ignatius, Notary Public
East Chester Twp., Chester County
My Commission Expires Feb. 2, 1998
Notary Public - Association of Notaries

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

CONSENT OF APPOINTMENT BY THE REGISTERED AGENT

I, RONALD D. OLINGER, hereby give my consent to serve as the
(name of registered agent)
registered agent for TELCO PARTNERS, INC.
(corporate name)

Dated November 12 19 96

(signature of registered agent)

EXHIBIT C

8
1
4
2
3
1
9

TELCO PARTNERS, INC.

CORPORATE OFFICERS, AS OF 10/28/96:

Steve Lutz, President

Steve's background is in finance and accounting and has been working the telecommunications industry over the past few years. Steve is a CPA with diversified industry experience including working with a "Big 6" CPA firm. Immediately prior to becoming a telecommunications executive, Steve held key management positions in large, multi-million dollar manufacturing companies.

Bonnie Miller, CFO & Treasurer

Bonnie has been in the telecommunications industry, working in operations and provisioning for various companies such as ATX Communications and GlobalCom Telecommunications. Bonnie was also employed at US Wats as the Senior Manager of Sales Administration and Provisioning, where she developed and implemented procedures for their Provisioning Department.

Ernest Ellis, Secretary

Ernest started his career with NYNEX Product Centers, Inc. in 1987. He then moved to MCI Telecommunications, Inc. where he dealt with major accounts in the United States. Ernest moved to California where he headed up WTC Communications Inc., which was recently sold out.

Jeanine Schleiden, Assistant Secretary

Jeanine is a licenced attorney in New Jersey. Jeanine received her Juris Doctorate from Villanova University School of Law in May of 1996. Prior to attending law school, Jeanine was a paralegal for four years. Through her family business, Penn's Cave, Inc., Jeanine has also retained an extensive background in retail sales and tourism promotion.

NEXT

DOCUMENT (S)

BEST IMAGE

POSSIBLE

Stephen F. Lutz
22 Walden Drive, Mountain Top, Pa. 18 07
Phone: 717-868-6007

- EDUCATION** University of Scranton, BS Accounting, 1975
Certified Public Accountant, State of New Jersey
- EXPERIENCE:**
- SUPERVISORY** Supervised up to eighteen staff positions including systems, accounting, and administrative personnel. Responsible for accounting procedures and controls for as many as sixteen locations. Accountable for the operation of complex automated financial and integrated sub systems. Reported to CFO, CEO, Finance Director, Controller, VP Tax, and Audit Manager.
- SYSTEMS** Automated systems implemented and managed include: order entry, billing, receivables, purchasing, payables, cash receipts, cash disbursements, perpetual inventory, cost, production, fixed assets, and general ledger. Functioned as primary liaison with software vendors, hardware vendors, staff programmers and operators. "Hands on" experience operating mid size computer systems with up to 40 users. Headed a team to select and purchase software and hardware. Worked in mainframe, mid size and network environments with equipment from IBM, DEC, and MAI. Experience on packaged software includes applications from Computer Associates, R:1 Systems, and Basic IV.
- TREASURY/
FINANCE** Functioned as liaison with bank officers. Monitored debt compliance, prepared cash flow reports, controlled disbursements, and managed short term investments. Worked directly with CEO to secure working capital financing and worked with Treasurer on daily cash management.
- CREDIT/
COLLECTIONS** Implemented credit procedures and utilized automated procedures to track customer payments within terms and to establish dunning procedures. Conducted weekly meetings with credit personnel to expedite collections on problem accounts.
- GENERAL
ACCOUNTING** Responsible for the preparation of consolidated and divisional financial statements, SEC reports, and monthly closings. Controlled preparation of interim and annual accounts packages for external reporting and tax return preparation. Designed and implemented accounting procedures and controls, monthly reporting packages and standard monthly analysis. Prepared budgets and strategic plans. Accountable for the application of GAAP and coordinated financial and tax audits.
- TAX** Prepared Federal, State, and Local corporate tax returns. Supervised preparation of payroll, property, and sales/use tax returns. Prepared partnership and individual returns. Prepared tax provisions for subsidiaries on a monthly basis. Worked with auditors on FAS 109 implementation.
- AUDITING** Public and internal auditing experience. Responsible for planning and managing field work. Internal auditing experience included operational, financial, and fraud audits. Worked on special projects and provided accounting assistance to domestic and foreign subsidiaries as an internal auditor.
- COST** Designed, implemented, and managed standard and job order cost systems. Developed standard costs using complex bills of material with sub-assemblies and factory routings. Isolated and analyzed material, labor, and overhead variances. Monitored inventory activity and responsible for physical inventories and cycle counts. Valued inventory using FIFO and LIFO. Applied job order cost techniques to long term engineering and build-to-order contracts.
- OTHER** Participated on acquisition teams. Prepared and gave presentations at Board and management meetings. Responsible for specialized contract administration and sales commission programs. Diversified industry experience including telecommunication, manufacturing, distribution, banking, construction, insurance, real estate, brokerage, and non-profit.

8142
222

NEXT

DOCUMENT (S)

DISREGARD

BACKGROUND

BONNIE P. MILLER
1112 Bergan Road
Oreland, Pennsylvania 19075
215-242-8656

EXPERIENCE:

11/94-Present

GLOBALCOM INCORPORATED.

Bala Cynwyd, PA

Manager, Provisioning

- Coordinate and implement all aspects of daily account provisioning activities.
- Responsible for account maintenance and quality control of existing customer base.
- Retain customer base by reviewing and analyzing existing services in order to provide additional savings and benefits for customers.
- Facilitate existing customer traffic to increase the company's profit margin.
- Create and develop account maintenance and status reports to streamline effectively provisioning efforts.
- Research and rectify all customer billing disputes.
- Assist in the development of company's new Agent Sales Program.
- Perform in-house sales functions to obtain new customers.

9/91-10/94

US WATS, INCORPORATED

Bala Cynwyd, PA

Senior Manager, Sales Administration

- Managed, trained and motivated 14 employees to maximize performance and knowledge of daily provisioning and sales support functions.
- Distributed daily workload and ensured productivity of each employee.
- Interviewed and hired new employees for account provisioning and reseller / agent sales support.
- Coordinated and administered corporate wide provisioning policies and procedures.
- Created and modified provisioning reports to increase corporate efficiency and output.
- Transitioned end-user traffic in bulk from one network to another.
- Improved database programs to streamline provisioning activities by initiating and directing ongoing changes and maintenance to company's database.
- Actively participated in developing, testing, training and implementing the company's Automated Customer Information System.
- Conducted detailed demonstrations / presentations of company's Advanced Customer Information System for prospective investors.

Manager, Reseller / Agent Support

- Developed administrative infrastructure for company's Reseller / Agent Program.
- Trained and educated resellers / agents in industry developments and changes.
- Coordinated the distribution and dissemination of reseller / agent information.
- Interacted and managed the daily activities of all resellers / agents by providing sales support, including provisioning procedures, policy, product knowledge, industry knowledge, account status, and billing information.
- Assisted resellers to create and set specialized rate / pricing structures.
- Created procedural manual to increase sales productivity of resellers / agents.
- Performed quality control of all incoming business for accuracy and validity.
- Worked closely with the MIS Department to create a stand alone FoxPro database to report weekly account status to all resellers / agents.

Bonnie P. Miller
Resume

US WATS, INCORPORATED (Continued)

Customer Account Representative

- Responsible for providing customers with superior service and assistance.
- Retained customers by effectively troubleshooting and resolving their problems.
- Researched and corrected end-user billing discrepancies.
- Implemented and organized 800 service provisioning and maintenance.
- Interacted daily with local and long distance vendors to expedite service requests.

1/90-8/91

ATX TELECOMMUNICATIONS

Account Representative

Rosemont, PA

- Assisted sales representatives with the implementation and installation of new accounts.
- Maintained and serviced existing customers through ongoing contact.
- Introduced customers to new and / or enhanced product offerings.
- Aided in the preparation and presentation of in-house training programs and projects.

Marketing and Sales Support Representative

Philadelphia, PA

- Analyzed competitor services to provide research and marketing cost comparisons.
- Monitored industry developments regarding rate structures.
- Created detailed and accurate proposals to aid sales force in obtaining new business.
- Quality checked proposals prior to presentation.

8/89-3/93

DR. ROBERT M. YOST

Erdenheim, PA

- Reviewed files for completion and updated information.
- Balanced daily payments and maintained billing system.
- Addressed patient inquiries and assisted in the completion of insurance forms.

EDUCATION:

9/85-8/89

UNIVERSITY OF MARYLAND
B.S. Marketing

College Park, MD

References available upon request

ERNEST L. ELLIS
2045 WEST EIGHTY FIRST STREET
LOS ANGELES, CA 90047
(213) 759-7279

PROFESSIONAL HISTORY

MANAGEMENT & ADMINISTRATION

- Managed sales, administration and operations staff of over 100 personnel
- Responsible for the hiring, counseling and termination of company personnel
- Prepared financial data for executive review, to include Income Statements, Balance Sheets, Pro Forma's and quarterly forecasts/budgets
- Supervised administrative support functions: Order coordination, Customer Service, Quality Control, Accounting and Sales Support
- Negotiated contracts with vendors and clients regarding pricing, services, terms, limitations, remedies, and etc.
- Coordinated over 120 military personnel and \$ 125 million in equipment
- Consistently submitted timely reports and memoranda for executive review

SALES & MARKETING

- Attained revenue sales of \$ 9 million in 1994, nearly 10% of all company proceeds
- Increased company revenue from \$ 400,000 to \$ 10 million per year within 24 months
- Maintained 150% of revenue goal throughout tenure in telecommunications industry
- Named to company's President Club in 1993 and 1994
- Named to company's Council of Leaders in 1989
- Developed advertising and promotional materials, to include mailings, materials, magazine ads, logo development, radio spots and etc.
- Managed national key accounts and expanded services and revenues

PLANNING, DEVELOPMENT & SPECIAL PROJECTS

- Conducted market research regarding opportunity markets for sales penetration
- Developed customer aftercare programs to ensure maximum customer retention
- Improved sales reporting processes, thereby increasing efficiency and moral
- Assigned special projects for Executive management in time sensitive situations

EMPLOYMENT HISTORY

January '93 - April '95	WCT Communications, Inc.	Director, Wholesale Services
June '90 - October '92	GSI Communications, Inc.	Vice President, Sales/Marketing
January '89 - June '90	MCI Telecommunications, Inc.	Major Account Executive
March '87 - December '88	NYNEX Product Centers, Inc.	Account Executive
May '86 - Present	United States Army Reserve	Captain
January '86 - August '86	IBM	Marketing & Sales Assistant

EDUCATION

University of Louisville: Bachelor of Science in Business Administration; B.S.B.A.
Louisville, Kentucky; MAJOR: Marketing; August 1986

University of Louisville: Associate of Applied Science; A.A.S.
Louisville, Kentucky; MAJOR: Production Management; May 1985

AWARDS & HONORS

- Awarded Army Commendation Medal for Meritorious Service, US Army Reserve, 1992
- Appointed Executive Director, Constitutional Rights Foundation AACCR Committee, 1991
- Named Outstanding Young Man of America, America Foundation, 1986
- Awarded Army Achievement Medal for Outstanding Service, US Army Reserve, 1983
- Who's Who Among American High School Students, 1977

REFERENCES AVAILABLE UPON REQUEST

JEANINE SCHLEIDEN

251 West DeKalb Pike, Apt. A307
King of Prussia, PA 19406
(610) 992-1132

R.R. 2, Box 165
Centre Hall, PA 16828
(814) 364-9208

PROFESSIONAL EXPERIENCE:

PENN'S CAVE, INC.
CENTRE HALL, PENNSYLVANIA
PART-TIME ASSISTANT

- Engage in retail sales, and promote tourism.
- MAY 1985 - SEPTEMBER 1987; AUGUST 1996 - PRESENT

THE HONORABLE DAVID E. GRINE
COURT OF COMMON PLEAS OF CENTRE COUNTY, PENNSYLVANIA
JUDICIAL LAW CLERK, SUMMER INTERN

- Researched and drafted opinions and orders in civil, domestic and criminal law.
 - Assisted in managing the Centre County Library.
- MAY 1995 - AUGUST 1995

PROFESSOR LOUIS SIRICO, JR.
DIRECTOR OF LEGAL WRITING PROGRAM AND PROFESSOR OF LAW
VILLANOVA UNIVERSITY SCHOOL OF LAW, PENNSYLVANIA
LEGAL RESEARCH ASSISTANT

- Researched and analyzed state statutes on proposed initiatives and referendums.
 - Reviewed and re-wrote ballot titles from various states.
- JANUARY 1995 - MAY 1995; JANUARY 1996 - MARCH 1996

THE HONORABLE RICHARD J. SANTORUM
UNITED STATES SENATOR, PENNSYLVANIA
CONGRESSIONAL INTERNSHIP, WASHINGTON, D.C.

- Attended briefings and seminars.
 - Researched statewide litigation filed by Pennsylvania prison inmates.
 - Responded to constituent mail and constituent telephone inquiries.
- JUNE 1994 - JULY 1994

OXFORD FIRST CORPORATION
PHILADELPHIA, PENNSYLVANIA
PARALEGAL ACCOUNT MANAGER FOR CORPORATE PORTFOLIOS

- Managed mortgage and installment contract portfolio accounts.
 - Prepared legal documentation for portfolio accounts.
 - Coordinated deed processing with Trustees, Tax Authorities and Title Insurance Companies.
- MAY 1991 - MAY 1993

DUANE, MORRIS & HECKSCHER
PHILADELPHIA, PENNSYLVANIA
CORPORATE PARALEGAL

- Assisted in secured transactional closings.
 - Interacted with clients, and maintained corporate records.
 - Prepared and filed UCC-Financing Statements and Continuations.
 - Communicated with government offices concerning corporate matters.
- JULY 1989 - MAY 1991

EDUCATION:

Villanova University School of Law, Villanova, PA
Juris Doctorate, May 1996

Institute for Paralegal Training, Philadelphia, PA
Corporate Finance and Business Law Program
Certificate of Graduation, May 1989

Pennsylvania State University, University Park, PA
Bachelor of Arts in Foreign Service and International Politics
December, 1988

COMPUTER SKILLS:

WestLaw, Lexis-Nexis, Lotus 1,2,3, Multi-Mate, WordPerfect 6.0 and
WordPerfect for Windows

PERSONAL INTERESTS:

Personal Exercise, Training and Showing Hunters and Jumpers; and

EXHIBIT D

TELCO PARTNERS, INC.

Initial Balance Sheet As of November 15, 1996

ASSETS

Cash \$100,000

TOTAL ASSETS

\$100,000

LIABILITIES

Accounts Payable \$18,537

TOTAL LIABILITIES

\$18,537

STOCKHOLDER'S EQUITY

Capital Stock (No Par Value) \$0

Paid In Capital \$100,000

Retained Earnings \$0

Net Income (Loss) for Period (\$18,537)

TOTAL STOCKHOLDER'S EQUITY

\$81,463

TOTAL LIABILITIES & EQUITY

\$100,000

TELCO PARTNERS, INC.

Initial Income Statement As of November 15, 1996

REVENUE	\$0
EXPENSES	<u>\$18,537</u>
NET INCOME (LOSS)	<u>(\$18,537)</u>

EXHIBIT E

SOUTH DAKOTA TELECOMMUNICATIONS TARIFF

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services within the State of South Dakota by Telco Partners, Inc. ("Company"). This Tariff is on file with the South Dakota Public Utilities Commission, and copies may also be inspected, during normal business hours, at the following location: 900 Comerica Building, Kalamazoo, Michigan 49007.

CHECK SHEET

The title page and pages 1-33 inclusive of this Tariff are effective as of the date shown. Original and revised sheets, as named below, comprise all changes from the original Tariff in effect on the date indicated.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	18	Original
2	Original	19	Original
3	Original	20	Original
4	Original	21	Original
5	Original	22	Original
6	Original	23	Original
7	Original	24	Original
8	Original	25	Original
9	Original	26	Original
10	Original	27	Original
11	Original	28	Original
12	Original	29	Original
13	Original	30	Original
14	Original	31	Original
15	Original	32	Original
16	Original	33	Original
17	Original		

* New or Revised Sheets

Issued:

Effective:

Issued by:

Steve Lutz
Telco Partners, Inc.
900 Comerica Building
Kalamazoo, Michigan 49007

CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

CONCURRING CARRIERS:

No Concurring Carriers

CONNECTING CARRIERS:

No Connecting Carriers

OTHER PARTICIPATING CARRIERS:

No Participating Carriers

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Kalamazoo, Michigan 49007

TARIFF FORMAT

Sheet Numbering - Sheet numbers appear in the upper right hand corner of the page. Sheets are numbered sequentially and from time to time new pages may be added to the Tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Sheets 3 and 4 would be numbered 3.1.

Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).1.
- 2.1.1.A.1.(a).1.(i).
- 2.1.1.A.1.(a).1.(i).(1).

Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision, all revisions made in a given filing are designed by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it. The Tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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TELCO PARTNERS, INC.

S.D.P.U.C. Tariff No. 1

Original Page No. 5

APPLICABILITY

This Tariff contains the Service offerings, rates, terms and conditions applicable to the furnishing of intrastate interexchange telecommunications services within the State of South Dakota by Telco Partners, Inc. ("Company").

Issued:

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EXPLANATION OF SYMBOLS

- (D) To signify discontinued material
- (I) To signify a rate or charge increase
- (M) To signify material relocated without change in text or rate
- (N) To signify new material
- (R) To signify a reduction
- (T) To signify a change in text but no change in rate or regulation

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1. TECHNICAL TERMS AND ABBREVIATIONS

For the purpose of this Tariff, the following definitions will apply:

Access Coordination

Provides for the design, ordering, installation, coordination, pre-service testing, service turn-up and maintenance on a Company or Customer provided Local Access Channel.

Administrative Change

A change in Customer billing address or contact name.

Alternate Access

Alternate Access is a form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special tariff if permitted by applicable governmental rules.

Application for Service

A standard Company order form which includes all pertinent billing, technical and other descriptive information which will enable the Company to provide a communication Service as required.

ASR

ASR (Access Service Request) means an order placed with a Local Access Provider for Local Access.

Authorized User

A person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Bandwidth

The total frequency band, in hertz, allocated for a channel.

Bill Date

The date on which billing information is compiled and sent to the Customer.

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Call

A completed connection between the Calling and Called Stations.

Called Station

The telephone number called.

Calling Station

The telephone number from which a Call originates.

Cancellation Order

A Customer initiated request to discontinue processing a Service order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line canceled from an order prior to its completion by the Company, under the following circumstances: (1) if the LEC has confirmed in writing to the Company that the Circuit-end or Dedicated Access line will be installed; or (2) if the Company has already submitted facilities orders to and interconnecting telephone company.

Channel or Circuit

A dedicated communications path between two or more points having a Bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

Commission

South Dakota Public Utilities Commission

Company

Telco Partners, Inc.

Company Recognized National Holidays

The following are Company Recognized National Holidays determined at the location of the originator of the Call: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

The evening rate is used unless a lower rate would normally apply. When a Call begins in one rate period and ends in another, the rate in effect in each rate period applies to the portion of the Call occurring within that rate period. In the event that a minute is split between two rate periods, the rate in effect at the start of that minute applies.

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Customer

The person, firm, corporation or governmental unit which orders Service and which is responsible for the payment of charges and for compliance with the Company's Tariff regulations. A Customer is considered to be an account for billing purposes. The term Customer also includes an entity that remains presubscribed to the Company Service after its account(s) are removed from the Company's billing system, subsequently continues to use Company's network, and is billed by a local exchange carrier for such use, or otherwise uses Service for which no other Customer is obligated to compensate Company.

Customer Premises/Customer's Premises

Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

DCS

DCS means Digital Cross-Connect System.

Dedicated Access/Special Access

Dedicated Local Access between the Customer's Premises or serving wire center and the Company's Point-of-Presence for origination or termination of Calls.

DS-0

DS-0 means Digital Signal Level 0 Service and is a 64 Kbps signal.

DS-1

DS-1 means Digital Signal Level 1 Service and is a 1.544 Mbps signal.

DS-0 with VF Access

DS-0 Service with VF Local Access facilities provides for the transmission of analog voice and/or data within 300 Hz to 3000 Hz frequency range.

DS-0 with DDS Access

DS-0 Service with VF Local Access facilities provides for the transmission of digital data at speeds 2.4, 4.8, 9.6 or 56 Kbps.

Due Date

The Due Date is the date on which payment is due.

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Expedite

A Service order initiated at the request of the Customer that is processed in a time period shorter than the Company's standard Service interval.

FCC

Federal Communications Commission

Individual Case Basis (ICB)

Individual Case Basis (ICB) determinations involve situations where complex Customer-specific Company arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions.

Installation

The connection of a Circuit, Dedicated Access line, or port for new, changed or an additional Service.

Interexchange Service

Interexchange Service means that portion of a communications channel between a Company-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

Interruption

Interruption shall mean a condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Company that such Service is inoperative and ending at the time of restoration.

Kbps

Kilobits per second.

LATA (Local Access Transport Area)

A geographical area established for the provision and administration of communications Service of a local exchange company.

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Local Access

Local Access means the Service between a Customer Premises and a Company designated Point-of-Presence.

Local Access Provider

Local Access Provider means an entity providing Local Access.

Local Exchange Carrier (LEC)

The local telephone utility that provides telephone exchange services.

Mbps

Megabits per second.

Multiplexing

Multiplexing is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.

N/A

Not available.

Nonrecurring Charges

Nonrecurring Charges are one-time charges.

Payment Method

The manner which the Customer designates as the means of billing charges for Calls using the Company's Service.

Physical Change

The modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change or retermination.

Point-of-Presence (POP)

A Company-designated location where a facility is maintained for the purpose of providing access to its Service.

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Primary Route

The route which, in the absence of Customer-designated routing or temporary re-routing, would be used by the Company in the provision of Service.

Private Line

A dedicated transmission channel furnished to a customer without intermediate switching arrangements for full-time customer use.

Private Line Service

A dedicated full-time transmission Service utilizing dedicated access arrangements.

Rate Center

A specified geographical location used for determining mileage measurements.

Requested Service Date

The Requested Service Date is the date requested by the Customer for commencement of Service and agreed to by the Company.

Restore

To make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

Route Diversity

Two channels which are furnished partially or entirely over two physically separate routes.

Service

Service means any or all Service(s) provided pursuant to this Tariff.

Service Commitment Period

The term elected by the Customer and stated on the Service order during which the Company will provide the Services subscribed to by the Customer. The term can be monthly or in the case of Private Line Services for a period of up to 5 years.

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Special Promotional Offerings

Special trial offerings, discounts, or modifications of its regular Service offerings which the Company may, from time to time, offer to its Customers for a particular Service. Such offerings may be limited to certain dates, times, and locations.

Start of Service Date

The Requested Service Date or the date Service first is made available by the Company whichever is later.

Tariff

The current Intrastate Services Tariff and effective revisions thereto filed by the Company with the Commission.

Transmission Speed

Data transmission speed or rate, in bits per seconds (bps).

Two-Way Conversation

A Two-Way Conversation is a telephone conversation between or among two or more parties.

VF

VF is voice frequency or voice-grade Service designed for private-line Service. Normal transmission is in the 300 hertz to 3000 hertz frequency band.

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2. RULES AND REGULATIONS**2.1. Description and Limitations of Services**

- 2.1.1. Intrastate Telecommunications Service ("Service") is the furnishing of Company communication Services contained herein between specified locations under the terms of this Tariff.
- 2.1.2. Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service: (A) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment, (B) in circumstances in which the Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or (C) if insufficient facilities are available to provide the Service (in such cases Company shall make best efforts to accommodate the needs of all potential Customers by means of facility improvements or purchases, of capacity, if such efforts will, in the Company's opinion, provide the Company with a reasonable return on its expenditures), but only for so long as such unavailability exists.
- 2.1.3. Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for Service requirements, such as special routing, Diversity, Alternate Access, or circuit conditioning.
- 2.1.4. Service is offered in equal access exchanges subject to the availability of facilities and the provisions of this Tariff. Company reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- 2.1.5. Service may be discontinued after five business days written notice to the Customer if:
- 2.1.5.A. the Customer is using the Service in violation of this Tariff; or
 - 2.1.5.B. the Customer is using the Service in violation of the law or Commission regulation.
- 2.1.6. Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.
- 2.1.7. Service will be provided until canceled, by the Customer on not less than thirty (30) days' written notice from the date of postmark on the letter giving notice of cancellation.
- 2.1.8. Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code or 800 number issued by the Company to its Customers.

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- 2.1.9. The Company reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond the Company's control include, but are not limited to, a Customer's having Call volume or a calling pattern that results, or may result, in network blockage or other Service degradation which adversely affects Service to the calling party, the Customer, or other Customers of the Company.
- 2.1.10. Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive Service, notice may be given orally or in writing to the persons whose names and business addresses appear on the executed Service order and the effective date of any notice shall be the date of delivery of such notice, not the date of mailing. By written notice, Company or Customer may change the party to receive notice and/or the address to which such notice is to be delivered. In the event no Customer or Company address is provided in the executed Service order, notice shall be given to the last known business address of Customer or, as appropriate.
- 2.2. Other Terms and Conditions
- 2.2.1. The name(s) of the Customer(s) desiring to use the Service must be stipulated in the Application for Service.
- 2.2.2. The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.2.3 below.
- 2.2.3. Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- 2.2.4. A Customer shall not use any service-mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.2.5. In the event suit is brought or any attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.
- 2.2.6. The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.

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- 2.2.7. The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge or other recurring charge or Nonrecurring Charge for both intrastate and interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge.
- 2.2.8. Service requested by Customer and to be provided pursuant to this Tariff shall be requested on Company Service Order forms in effect from time to time or Customer's forms accepted in writing by an authorized headquarters representative of the Company (collectively referred to as "Service Orders").
- 2.2.9. If an entity other than the company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a Service that entity's charges will be passed through to the Customer also.
- 2.2.10. The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written notice of termination by either Company or Customer as of a date not less than thirty (30) days after delivery of said notice to the other. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such Service.
- 2.3. Liability
- 2.3.1. Except as provided otherwise in this Tariff, the Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations.
- 2.3.2. With respect to the Services contained herein and except as otherwise provided herein, the Company's liability shall not exceed an amount equal to the charge applicable to a one minute Call to the Called Station at the time the affected Call was made. If the initial minute rate is higher than the additional minute rate, the higher rate shall apply. For those Services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which Service was affected.

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- 2.3.3. The Company is not liable for any act or omission of any other company or companies (including any Company affiliate that is a participating or concurring carrier) furnishing a portion of the Service or facilities, equipment, or Services associated with such Service.
- 2.3.4. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall comply with applicable LEC signal power limitations.
- 2.3.5. The Company may rely on Local Exchange Carriers or other third parties for the performance of other Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder shall not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.
- 2.3.6. The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all time in full force and effect until modified in writing.
- 2.3.7. The Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in Service (collectively "Defects"). Defects caused by or contributed to, directly or indirectly, by any act or omission of Customer or its customers, affiliates, agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, or sold by third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR BUSINESS INTERRUPTION, FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. THE COMPANY'S LIABILITY, IF ANY, WITH REGARD TO THE DELAYED INSTALLATION OF THE COMPANY'S FACILITIES OR COMMENCEMENT OF SERVICE SHALL NOT EXCEED \$1,000. THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF

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MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE OR ANY DEFECT IN THE SERVICE WHATSOEVER, NEITHER COMPANY NOR ANY AFFILIATED OR UNAFFILIATED THIRD PARTY, THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.

- 2.3.8. With respect to the routing of Calls by the Company to public safety answering points or municipal Emergency Service providers, Company liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the Call, or (b) the sum of \$1,000.00.
- 2.3.9. In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Company and any affiliated or unaffiliated third-party, third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects.
- 2.3.10. In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer; or, circumstances in which such costs and expenses are caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.
- 2.4. Cancellation of Service by a Customer
- 2.4.1. If a Customer cancels a Service Order before the Service begins, before completion of the Minimum Period, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by Installation and monthly charges. If, based on a Service order by a Customer, any construction has either begun or been completed, but no Services provided, the nonrecoverable costs of such construction shall be borne by the Customer.
- 2.4.2. Upon thirty (30) days' prior written notice, either Customer or Company shall have the right, without cancellation charge or other liability, to cancel the affected portion of the Service, if the Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appeal, the Federal Communications Commission, or other local, state or federal government authority.

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2.5. Cancellation for Cause by the Company

2.5.1. Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon five business days written notification to the Customer, except in extreme cases, without incurring any liability, immediately discontinue the furnishing of such Service. The written notice may be separate and apart from the regular monthly bill for service. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.

2.5.2. Without incurring any liability, the Company may discontinue the furnishing of Service(s) to a Customer upon five business days written notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services under the following circumstances, except under extreme cases where the customer may be disconnected immediately and without notice:

- 2.5.2.A. if the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications Services or its planned use of Service(s);
- 2.5.2.B. if the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Customer communications Services, or its planned use of the Company Service(s);
- 2.5.2.C. if the Customer states that it will not comply with a request of the Company for reasonable security for the payment for Service(s);
- 2.5.2.D. if the Customer has been given five business days written notice in a separate mailing by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's communications Services to which the Customer either subscribes or had subscribed or used;
- 2.5.2.E. in the event of unauthorized use.
- 2.5.2.F. Following the disconnection of service for any of these reasons, the Company or the local exchange utility acting as Company agent, will notify the telephone user/customer that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where an end user/customer can obtain additional information. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the end user's/customer's last known address and in compliance with the Commission's rules.

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2.5.3. 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 rights available to it under either law or equity.

2.6. Credit Allowance

2.6.1. Credit allowance for the interruption of Service is subject to the general liability provisions set forth in this Tariff. Customers shall receive no credit allowance for the interruption of service which is due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. The Customer should notify the Company when the Customer is aware of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission within Customer's control, or is not in wiring or equipment, if any, furnished by the Customer in connection with the Company's Services.

2.6.2. No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.

2.6.3. No credit shall be allowed:

2.6.3.A. For failure of services or facilities of Customer; or

2.6.3.B. For failure of services or equipment caused by the negligence or willful acts of Customer.

2.6.4. Credit for an interruption shall commence after Customer notifies Company of the interruption and ceases when services have been restored.

2.6.5. Credits are applicable only to that portion of Service interrupted.

2.6.6. For purposes of credit computation, every month shall be considered to have 720 hours.

2.6.7. No credit shall be allowed for an interruption of a continuous duration of less than two hours.

2.6.8. The Customer shall be credited for an interruption of two hours or more at a rate of 1/720th of the monthly recurring charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

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Credit Formula:

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

A = outage time in hours

B = total monthly charge for affected facility

2.7. Use of Service

- 2.7.1 The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.3. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.
- 2.7.2. Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User shall be permitted to use such Service in the same manner as the Customer, but subject to the following:
- 2.7.2.A. One joint user or Authorized User must be designated as the Customer.
- 2.7.2.B. All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User shall be liable to the Company for all charges incurred as a result of its use of the Company's Service.
- 2.7.3. In addition to the other provisions in this Tariff, Customers reselling Company Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between Company and Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.
- 2.7.4. Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.
- 2.7.5. The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges.

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2.8. Payment Arrangements

- 2.8.1. The Customer is responsible for payment of all charges for Services furnished to the Customer or its joint or Authorized Users. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public.
- 2.8.2. The Company's bills are due upon receipt. Amounts not paid within 30 days from the Bill Date of the invoice will be considered past due. Customers will be assessed a late fee on past due amounts in the amount not to exceed the maximum lawful rate under applicable state law. If a Customer presents an undue risk of nonpayment at any time, the Company may require that Customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash.
- 2.8.3. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors: (A) the Customer's payment history (if any) with the Company and its affiliates, (B) Customer's ability to demonstrate adequate ability to pay for the Service, (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available, and (D) information relating to Customer's management, owners and affiliates (if any).
- 2.8.4. Disputes with respect to charges must be presented to the Company in writing within thirty days from the date the invoice is rendered or such invoice will be deemed to be correct and binding on the Customer.
- 2.8.5. If a LEC has established or establishes a Special Access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.
- 2.8.6. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- 2.8.7. Company will not require deposits or advance payments by Customers for Services.
- 2.9. Assignment
- 2.9.1. The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.

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2.10. Taxes

- 2.10.1. All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.
- 2.10.2. If at any future time a municipality acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the end users receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee or charge among end users uniformly on the basis of each end user's monthly charges for the types of service made subject to such tax, fee or charge.
- 2.10.3. If at any future time a county or other local taxing authority acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the end users receiving service within the territorial limits of such county or other taxing authority. Such billing shall allocate the tax, fee or charge among end users uniformly on the basis of each end user's monthly charges for the types of service made subject to such tax, fee or charge.
- 2.10.4. When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on interstate or intrastate receipts are imposed by certain taxing jurisdictions upon the Company or upon local exchange companies and passed on to the Company through or with interstate or intrastate access charges, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated basis. The amount of charge that is prorated to each Customer's bill is determined by the interstate or intrastate telecommunications service provided to and billed to an end user/customer service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax or fee imposed upon or passed on to the Company.

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2.11. Method for Calculation of Airline Mileage

- 2.11.1. The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's Tariff F.C.C. No. 10 in accordance with the following formula:

$$\text{the square root of: } \frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

where V1 and H1 correspond to the V&H coordinates of City 1 and V2 and H2 correspond to the V&H coordinates of City 2.

Example:	<u>V</u>	<u>H</u>
City 1	5004	1406
City 2	5987	3424

$$\text{the square root of: } \frac{(5004-5987)^2 + (1406-3424)^2}{10}$$

The result is 709.83 miles. Any fractional miles are rounded to the next higher whole number; therefore, the airline mileage for this example is 710 miles.

2.12. Time of Day Rate Periods

- 2.12.1. Time of Day Rate Periods are determined by the time of day at the location of the Calling Station.

The rates shown in Section 4 apply as follows:

DAY:	From 8:01 AM to 5:00 PM Monday - Friday
EVENING:	From 5:01 PM to 11:00 PM Monday - Friday and Sunday
NIGHT/	
WEEKEND:	From 11:01 PM to 8:00 AM Everyday
	From 8:01 AM to 11:00 PM Saturday
	From 8:01 AM to 5:00 PM Sunday

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2.13. Special Customer Arrangements

- 2.13.1. In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, Installation, construction, facilities, assembly, purchase or lease of facilities and/or other special Services not offered under this Tariff, the Company, at this option, may provide the requested Services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

2.14. Inspection

- 2.14.1. The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the Installation, operation or maintenance of Customer or the Company equipment. The Company may interrupt the Service at any time, without penalty to the Company, should Customer violate any provision herein.

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3. DESCRIPTION OF SERVICES3.1. Wide Area ("WATS") and Message ("MTS") Toll Services

- 3.1.1. The Company offers WATS and MTS intrastate interexchange long distance service utilizing switched or dedicated access arrangements between the Customer's Premises and the Company's facilities for call origination. Call termination is completed through a combination of Company facilities and LEC switched access arrangements.

3.2. Switched Inbound Service

- 3.2.1. Switched inbound service permits inward calling (via 800 codes) to a specific location utilizing premium switched, Feature Group D access on both ends.

3.3. Dedicated Inbound Service

- 3.3.1. Dedicated inbound service permits inward calling (via 800 codes) to a specific location featuring the use of a dedicated, special access type connection on the terminating end. The Customer shall be responsible for all LEC charges in addition to the Recurring, Non-recurring and Usage charges set forth hereinafter.

3.4. Switched Outbound Service

- 3.4.1. Switched outbound services permits outward calling utilizing premium switched Feature Group D access on both the originating and terminating ends.

3.5. Dedicated Outbound Service

- 3.5.1. Dedicated outbound service permits outward calling to stations in diverse service areas. Dedicated outbound service is distinguished from other services by the existence of a dedicated, special access connection on one end. The Customer shall be responsible for all LEC charges in addition to the Recurring, Non-recurring and Usage charges set forth hereinafter.

3.6. Calling Card Service

- 3.6.1. The Company's Calling Card Service permits Customers to place long distance calls utilizing Company issued Calling Cards for billing purposes.

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3.7. Timing of Calls

- 3.7.1. Long distance usage charges are based on the actual usage of the Company network. Chargeable time begins when a connection is established between the Calling Station and the Called Station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.
- 3.7.2. Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is eighteen (18) seconds. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in six (6) second increments and rounded to the next higher six (6) second period.

3.8. Minimum Call Completion Rate

- 3.8.1. A Customer can expect a call completion rate of not less than 90% during peak use periods for all Feature Group D services.

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4. RATES AND CHARGES**4.1. Usage Rates**

- 4.1.1. The following are the maximum per minute usage charges which apply to all calls. These charges are in addition to the Non-recurring Charges and Recurring Charges referred to herein.

4.2. Switched Inbound Usage Rates

BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
0 - 292	0.04533	0.01811
293 - 430	0.04533	0.01811
431 +	0.04533	0.01811

4.3. Dedicated Inbound Usage Rates

- 4.3.1. In addition to the Recurring, Non-recurring, LEC and Usage charges set forth herein, Customers shall incur a \$0.025 per minute increase in the per minute rate if the Customer purchased dedicated services through U.S. Sprint within the six (6) months prior to selecting the Company's Dedicated Inbound Service.

BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
0 - 292	0.03732	0.01244
293 - 430	0.03732	0.01244
431 +	0.03732	0.01244

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4.4. Switched Outbound Usage Rates**BUSINESS DAY
EVENING/NIGHT/WEEKEND**

Mileage	Initial 18 Seconds	Additional 6 Seconds
0 - 292	0.04848	0.01616
293 - 430	0.04848	0.01616
431 +	0.04848	0.01616

4.5. Dedicated Outbound Usage Rates

- 4.5.1. In addition to the Recurring, Non-recurring, LEC and Usage charges set forth herein, Customers shall incur a \$0.025 per minute increase in the per minute rate if the Customer purchased dedicated services through U.S. Sprint within the six (6) months prior to selecting the Company's Dedicated Outbound Service.

**BUSINESS DAY
EVENING/NIGHT/WEEKEND**

Mileage	Initial 18 Seconds	Additional 6 Seconds
0 - 292	0.02793	0.00931
293 - 430	0.02793	0.00931
431 +	0.02793	0.00931

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4.6. Calling Card Usage Rates

- 4.6.1. Customers using the Company's Calling Card to place long distance calls incur a \$0.30 per call charge in addition to the per minute usage charge set forth hereinafter.

BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
0 - 292	0.2016	0.2016
293 - 430	0.2016	0.2016
431 +	0.2016	0.2016

4.7. Recurring Charges

- 4.7.1. Customers will incur the following monthly Recurring Charges:

SWITCHED ACCESS DEDICATED ACCESS

Per 800 Number	\$5.00	\$5.00
Accounting Codes(non-verified)		
Authorization Codes/BTN (verified)		
Authorization Code change/add/delete		
Monthly Recurring Charge Per T-1		\$50.00

4.8. Non-recurring Charges

- 4.8.1. Customers will incur the following monthly Non-recurring Charges:

SWITCHED ACCESS DEDICATED ACCESS

Per 800 Number	\$0.00	\$50.00
Accounting Codes(non-verified)	\$5.00	\$5.00
Authorization Codes/BTN (verified)	\$100.00	\$100.00
Authorization Code change/add/delete	\$10.00	\$10.00
Set and Installation Charge	\$0.00	\$400.00

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4.9. Special Promotional Offering

- 4.9.1. The Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage when approved by Commission. Company will not have special promotional offerings for more than 90 days in any 12 month period. In all such cases, the rates charged will not exceed those specified in Section 4 hereof.

4.10. Emergency Calls

- 4.10.1. Customer shall configure its PBX or other switch vehicle from which a customer places a call so that 911 emergency calls, where available, and similar emergency calls will be automatically routed to the emergency answering point for the geographical location where the call originated without the intervention of Company.

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TELCO PARTNERS, INC. 1196
482 WARRISTOWN RD. SUITE #200
BLUE BELL, PA 19022

1021

DATE 12/31/96

3-1/310

PAY TO THE ORDER OF South Dakota Public Utilities Commission \$ 250.00

Two Hundred Fifty

00/100 DOLLARS



FOR Filing in S.D.

[Signature]

⑈00102⑈ ⑆03100001⑈ 1447⑈ 50375⑈

FULLY COMPETITIVE TELECOMMUNICATIONS FILINGS

NA	AT&T filed to extend the customer requested installation date beyond March 31, 1997, for the AT&T UNIPLAN T1.5 Access Incentive Promotion.	02/03/97	NA
NA	AT&T filed to introduce AT&T Long Distance Wireless Service to its Message Telecommunications Service tariff. The revision is effective February 5, 1997.	02/04/97	NA
NA	American Express Telecom, Inc. filed to clarify what occurs when a customer's Telecom Unit balance is depleted, to indicate that the expiration date on all cards will be at least 12 months, not necessarily 12 months, to revise language to indicate that the Company may block calls, other than 900 and 976, if such calls have surcharges, to revise language to indicate specifically which forms of promotional offerings may be offered by the Company, and to introduce a lower rate for cards marketed by the Company and the United States Postal Service. These revisions are effective February 7, 1997.	02/06/97	NA
NA	NYNEX Long Distance Company filed to make numerous minor text changes, to introduce a number of new product and service offerings, and to increase the rate and change the rate structure for the NYNEX Long Distance Prepaid Calling Card Service. The revisions are effective February 10, 1997.	02/06/97	NA
NA	U.S. WEST Communications filed to introduce Centrex 21, a product targeted to small and medium sized business customers which incorporates value added voice features and functions in a standard package. The product is added to USWC's Exchange and Network Services Catalog. USWC requests an effective date of March 3, 1997.	02/11/97	NA
NA	CommuniGroup of K.C., Inc. filed to introduce PersonalEdge Plus to its tariff. The revision is effective February 13, 1997.	02/11/97	NA
NA	AT&T filed to decrease specific rates related to its UNIPLAN T1.5 Promotion. The revisions are effective February 13, 1997.	02/12/97	NA

Important Notice: The Commission is compiling a list of internet addresses. If you have an internet address please notify the Commission by E-mailing it to Terry Nelson at: terry@cc.state.sd.us or Faxing the address to the Commission at: 605-773-3809.

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South Dakota
Public Utilities Commission
State Capitol 500 E. Capitol
Pierre, SD 57501-5070
Phone: (605) 332-1782
Fax: (605) 773-3809

TELECOMMUNICATIONS SERVICE FILINGS

These are the telecommunications service filings that the Commission has received for the period of:

01/31/97 through 02/13/97

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five days of this filing.

DOCKET NUMBER	TITLE/STAFF/SYNOPSIS	DATE FILED	INTERVENTION DEADLINE
REQUEST FOR CERTIFICATION OF AUTHORITY			
TC97-010	Application by Telco Partners, Inc. for a Certificate of Authority to operate as a telecommunications company within the state of South Dakota. (Staff: TH/CH) Applicant seeks authority to provide MTS, out-WATS, in-WATS, and calling card services. Applicant does not intend to provide operator services, 900 or 700 services.	02/03/97	02/28/97
TC97-011	Application by Tele-Tech, Inc. to amend its Certificate of Authority to provide local exchange services within the state of South Dakota. (Staff: TH/CH) Tele-Tech, Inc. intends to offer local exchange service on a resale or facilities basis, or a combination of both. The exact manner in which Tele-Tech, Inc. will provide these services in South Dakota depends upon the result of negotiations with the incumbent local exchange carriers. Tele-Tech, Inc. will not offer any local service in areas presently served by independent rural telecommunications companies, unless designated as an eligible telecommunications carrier pursuant to the Federal Act §214(e)(1) and 253(f), and then only upon approval by the Public Utility Commission of any required interconnection agreement as prescribed by §252 of the Act.	02/05/97	02/28/97
TC97-012	Application by American Long Lines, Inc. for a Certificate of Authority to operate as a telecommunications company within the state of South Dakota. (Staff: DJ/CH) Applicant seeks authority to offer outbound telecommunications services to residential and business customers, utilizing switched and dedicated access. Applicant will also offer travel card and inbound toll-free services.	02/06/97	02/28/97
TC97-013	Application by International Gateway Communications, Inc. for a Certificate of Authority to operate as a telecommunications company within the state of South Dakota. (Staff: DJ/CH) Applicant seeks authority to provide MTS, out-WATS, in-WATS, and calling card services. Applicant does not intend to provide operator services, 900 or 700 services.	02/10/97	02/28/97
STUDY AREA WAIVER REQUEST			
TC97-014	Dakota Cooperative Telecommunications, Inc. and its subsidiary companies, Dakota Telecom, Inc. and Dakota Telecommunications Systems, Inc. (Dakota) are requesting that the South Dakota Public Utilities Commission determine whether it objects to a waiver by the FCC of the definition of "Study Area" contained in Part 36 Appendix-Glossary of the FCC's rules to allow Dakota to expand its South Dakota study area boundaries to include the new local exchange facilities it is constructing in Viborg and Centerville. Dakota will provide service to consumers in the Centerville and Viborg exchanges through its subsidiaries, and has begun providing such services. Dakota's current study area completely surrounds the Viborg and Centerville exchanges. Dakota is building a new, state of the art switching facility in Viborg, which is centrally located with respect to Dakota's service area. If the Commission does not object to such a waiver by the FCC, Dakota requests that the PUC provide Dakota with a letter to that effect.	02/10/97	02/28/97

PAGE 1 OF 2

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

IN THE MATTER OF THE APPLICATION OF)
TELCO PARTNERS, INC. FOR A)
CERTIFICATE OF AUTHORITY TO PROVIDE)
TELECOMMUNICATIONS SERVICES IN)
SOUTH DAKOTA)

ORDER GRANTING
CERTIFICATE OF
AUTHORITY

TC97-010

On February 3, 1997, the Public Utilities Commission (Commission), in accordance with SDCL 49-31-3 and ARSD 20 10 24 02, received an application for a certificate of authority from Telco Partners, Inc. (Telco).

Telco seeks authority to provide MTS, out-WATS, in-WATS and calling card services. A proposed tariff was filed by Telco. The Commission has classified long distance service as fully competitive.

On February 13, 1997, the Commission electronically transmitted notice of the filing and the intervention deadline of February 28, 1997, to interested individuals and entities. No petitions to intervene or comments were filed and at its regularly scheduled March 4, 1997, meeting, the Commission considered Telco's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to the condition that Telco not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission.

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

ORDERED, that Telco's application for a certificate of authority is hereby granted, effective April 3, 1997, subject to the condition that Telco not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. It is

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

Dated at Pierre, South Dakota, this 11th day of March, 1997.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By Alfred K. Koko

Date 3/12/97

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner

envelopes, with charges prepaid thereon.

By William K. Kelle

Date 3/12/97

(OFFICIAL SEAL)

JAMES A. BURG, Chairman

PAM NELSON, Commissioner

LASKA SCHOENFELDER, Commissioner

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

CERTIFICATE OF AUTHORITY

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

Authority was Granted March 4, 1997, effective April 3, 1997
Docket No. TC97-010

This is to certify that

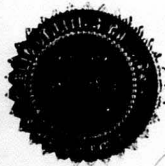
TELCO PARTNERS, INC.

is authorized to provide telecommunications services in South Dakota

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

Dated at Pierre, South Dakota, this 11th day of March, 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:



James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner