

TC97-048

2-105

TC97-048

DOCKET NO.

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

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDUM
4/28/97	Filed,
4/29/97	Received check and receipted,
5/1/97	TC Fee Filing,
10/17/97	Order Maryland C.A.,
10/17/97	Receipt Check

0143-3-1

TC97-048

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NEIL R. RAFFERTY
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JEFFREY M. DAVIS
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OF COUNSEL
AUGUST C. MEYER, JR.
RICHARD J. WINKEL, JR.

April 23, 1997

JAMES L. CAPEL, JR. (1933-1991)

South Dakota Public Utilities Commission
Mr. William Bullard, Executive Director
500 E. Capitol Avenue
Pierre, SD 57501

Re: Associated Network Partners, Inc.

Dear Sir/Madam:

Enclosed for filing on behalf of the above referenced company, please find one (1) original and eleven (11) copies of an Application for a Certificate of Authority. Please file stamp the extra copy and return it to me at the address below.

Thank you for your assistance. If you have any questions regarding this matter, please do not hesitate to contact me directly.

Sincerely,

Matt C. Deering

MCD/
enclosures

C. Mr. Ted Hankins (w/o enclosure)

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APR 23 1997
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

TC 97-048

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APR 28 1997

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

STATE OF SOUTH DAKOTA

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION)
 OF ASSOCIATED NETWORK PARTNERS, INC.)
 FOR A CERTIFICATE OF AUTHORITY TO)
 PROVIDE INTEREXCHANGE)
 TELECOMMUNICATIONS SERVICES ON A)
 RESALE BASIS IN THE STATE OF SOUTH)
 DAKOTA, AND FOR ALL OTHER RELIEF)
 ATTENDANT TO THE MATTER)

DOCKET NO. _____

APPLICATION FOR A CERTIFICATE OF AUTHORITY

NOW COMES, Associated Network Partners, Inc. ("ANPI"), by counsel, and applies for a Certificate of Authority pursuant to SDCL 49-31-3 and §20:10:24:02. In support of its Application, ANPI shows the South Dakota Public Utilities Commission ("Commission") as follows:

1. The complete name, address, telephone number and facsimile number of the

ANPI are:

Associated Network Partners, Inc.
 2060 West Iles, Suite A
 Springfield, Illinois 62704
 (217) 698-2700 - Telephone
 (217) 698-2715 - Facsimile

2. ANPI is a corporation, organized and existing under the laws of the State of Illinois. Attached to this Application as Exhibit A is a copy of ANPI's Certificate of Authority to Transact Business in South Dakota issued by the Secretary of State. ANPI will not have a principal office in the State of South Dakota. However, the name and address of its current registered agent is:

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CT Corporation System
319 S. Cotaeu Street
Pierre, South Dakota 57501

3. There are no corporations, associations, cooperatives or individuals holding a 20% or greater ownership or management interest in ANPI.
4. A specific description of the telecommunications services ANPI attends to offer is attached to this Application as Exhibit B.
5. By this Application, ANPI requests authorization to resell intraLATA and interLATA, intrastate, WATS and MTS type long distance services to retail providers, who will in turn resell those services to the public, in equal access areas throughout the State of South Dakota. ANPI requests authorization to operate as a "switchless" reseller, relying completely on the facilities of selected underlying facilities based carriers and, therefore, does not propose to acquire, own, construct or extend any telecommunications facilities. Resellers such as ANPI purchase basic telecommunications services in bulk from underlying facilities based carriers and resell those services to customers who may be too small to purchase such bulk services. The existence of resellers such as ANPI encourage the telecommunications market to develop in a manner which increases efficiency in the utilization of its services and facilities, gives rise to greater customer choice and more diversified service offerings, and encourages providers of telecommunications services to provide higher quality service and to develop more innovative ways of marketing and using such services.
6. ANPI proposes to offer its services in equal access areas throughout the entire State of South Dakota. Attached to this Application as Exhibit C is an outline of the State of South Dakota, representing ANPI's proposed service area.

A. W. GAMB

7. ANPI has the requisite financial ability to provide the services for which it seeks authority with this Application. Attached under seal to this Application and marked as CONFIDENTIAL Exhibits D and E respectively are ANPI's most recent Balance Sheet and Income Statement. The financial information contained in CONFIDENTIAL Exhibits D and E is competitively sensitive and disclosure would result in material damage to ANPI's financial and competitive position. Thus, pursuant to §§ 20:10:01:41-2 of the Commission's General Rules of Practice, ANPI requests that CONFIDENTIAL Exhibits D and E be treated as Confidential Information as defined in § 20:10:01:39(6) and be kept unavailable for public inspection for a period of one year and afforded all other treatment that would normally be afforded such proprietary documents including, but not limited to, the treatment set forth in §20:10:01:40. ANPI further request that after expiration of one year the Commission return CONFIDENTIAL Exhibits D and E to ANPI's counsel identified in paragraph 9. Inquiries regarding this confidentiality request should also be directed to ANPI's counsel identified in paragraph 9 below. Also attached as Exhibit F is a copy of ANPI's proposed tariff containing the terms and conditions of service.

8. Inquiries regarding complaints should be addressed to ANPI as follows:

Associated Network Partners, Inc.
Attn: Mr. Ted Hankins
2060 West Iles, Suite A
Springfield, Illinois 62704
(217) 698-2700 - Telephone
(217) 698-2715 - Facsimile

9. Inquiries regarding this application and any other regulatory matters should be addressed to ANPI's counsel as follows:

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Joseph D. Murphy
Matt C. Deering
Meyer, Capel, Hirschfeld,
Muncy, Jahn & Aldeen, P.C.
306 West Church Street
P.O. Box 6750
Champaign, Illinois 61826-6750
(217) 352-1800 - Telephone
(217) 352-1083 - Facsimile

10. ANPI is registered or certified to do business in Alaska, California, Illinois, Indiana, Iowa, Michigan, Missouri, Nebraska, Oregon, South Dakota, Utah, Virginia and Wisconsin. As evidenced by the Order of the Illinois Commerce Commission attached to this Application as Exhibit G, ANPI is certificated to provide interexchange telecommunication services in the State of Illinois. ANPI is also certificated to provide interexchange service in Indiana and Oregon. Further, ANPI presently has an application for service authority pending in California and is preparing such applications for other states. ANPI has not been denied registration or certification in any state.

11. ANPI's customers are small interexchange carriers. ANPI is able to purchase a greater bulk of basic telecommunications services from an underlying facilities-based interexchange carrier than any of its customers would be able to purchase individually. Consequently, ANPI receives a substantial discount from the underlying facilities based interexchange carrier. ANPI can then offer a better price to the retail providers than the retail providers would receive directly from the underlying interexchange carrier(s), and the retail providers can in turn offer a better price to the public.

12. ANPI bills and collects from its customer/participants Toll Service Costs and Administrative Fee Assessments. With these collections ANPI pays all toll due to the

underlying facilities-based interexchange carrier(s) and all administrative expenses necessary in the operation of ANPL.

WHEREFORE, Associated Network Partners, Inc. respectfully urges this Commission to grant it a Certificate of Authority authorizing it to provide interexchange telecommunications services on a resale basis, and prays for all other relief attendant to the matter.

Dated this 1st day of April, 1997.

Respectfully Submitted,

ASSOCIATED NETWORK PARTNERS, INC.

By: Walter M. Rowland
Walter Rowland, its President

Joseph D. Murphy
Matt C. Deering
Meyer, Capel, Hirschfeld,
Muncy, Jahn & Aldeen, P.C.
306 West Church Street
P.O. Box 6750
Champaign, Illinois 61826-6750
(217) 352-1800 - Telephone

STATE OF ILLINOIS)
) SS
COUNTY OF ADAMS)

VERIFICATION

Walter Rowland, being first duly sworn on oath, deposes and states that he is Vice-President of Associated Network Partners, Inc., that he has read the above and foregoing document and knows the contents thereof, and that the same are true, accurate and complete to the best of his knowledge, information and belief.

Walter Rowland
Walter Rowland

Subscribed and sworn to before me

this 1 day of April, 1997.

Ronald G. Harris
Notary Public



State of South Dakota



OFFICE OF THE SECRETARY OF STATE

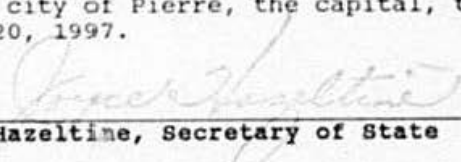
Department of State

United States of America,	}	
	}	SECRETARY'S OFFICE
State of South Dakota	}	

This is to certify that the attached instrument of writing is a true, correct and examined copy of the CERTIFICATE OF AUTHORITY for ASSOCIATED NETWORK PARTNERS, INC. filed in this office on February 24, 1997.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the state of South Dakota at the city of Pierre, the capital, this March 20, 1997.



Joyce Hazeltine, Secretary of State

Thomas G. Leckey, Deputy Secretary

Fees, \$ 8.50

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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 the Application for a Certificate of Authority of ASSOCIATED NETWORK PARTNERS, INC. (IL) 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 ASSOCIATED NETWORK 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 February 24, 1997.




JOYCE HAZELTINE
Secretary of State

NEXT

DOCUMENT (S)

DISREGARD

BACKGROUND

SECRETARY OF STATE
STATE CAPITOL
500 E. CAPITOL
PIERRE, S.D. 57501-5077
605-773-4845
FAX (605) 773-4550

APPLICATION FOR CERTIFICATE OF AUTHORITY

RECEIVED

FEB 24 1997

Pursuant 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:

(1) The name of the corporation is Associated Network Partners, Inc.
(Exact corporate name)

(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 Illinois Federal Taxpayer ID# _____

(4) The date of its incorporation is September 21, 1995 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 2060 West Isles, Suite A, Springfield, Illinois Zip Code 62704

(6) The street address, or a statement that there is no street address, of its proposed registered office in the State of South Dakota is c/o C T Corporation System, 319 S. Coteau Street, Pierre, South Dakota Zip 57501 and the name of its proposed registered agent in the State of South Dakota at that address is C T Corporation System

(7) The purposes which it proposes to pursue in the transaction of business in the State of South Dakota are: See attached purpose clause

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

Name	Officer Title	Street Address	City	State	Zip
See attached list of directors and					

(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
<u>100</u>	<u>Common</u>	<u>(No series)</u>	<u>No par value</u>

Appendix to South Dakota
Application for Certificate of Authority

**Purpose Clause of
Associated Network Partners, Inc.**

- A. To operate telecommunications businesses directly and through its subsidiaries;
- B. To purchase, acquire, hold, mortgage, pledge, exchange, deal in and dispose of personal property and real property;
- C. To buy, hold, own, improve, manage, operate, lease as lessor or lessee, sell, convey, and otherwise deal in real and personal property;
- D. In general, to carry on any other lawful business whatsoever in connection with the foregoing, and to have and exercise rights, powers and privileges which are now or may hereafter be conferred by laws of the state of Illinois upon corporations, except as expressly limited under the act under which the corporation is formed.

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W.W.

ASSOCIATED NETWORK PARTNERS, INC.

Officers and Board of Directors

John C. Meyer, President/Director

HTC Communications Co.
213 South Main
P.O. Box 149
Waterloo, Illinois 62298

Walter Rowland, Vice President/Director

Adams TelSystems, Inc.
301 Route 94
P.O. Box 217
Golden, Illinois 62339

Eric Kaufman, Secretary/Director

Gridley Communications, Inc.
108 East Third Street
P.O. Box 129
Gridley, Illinois 61744

Eric Schmidt, Treasurer/Director

Home TeleNetworks, Inc.
501 North Douglas Street
P.O. Box 215
St. Jacob, Illinois 62281

Kevin Jacobson, Director

Egyptian Communication Services, Inc.
1010 West Broadway
Steeleville, Illinois 62288

Gene Chiodo, Director

Wabash Independent Networks, Inc.
210 South Church
Louisville, Illinois 62858-0299

Kevin Rauh, Director

MTCO communications, Inc.
220 North Menard Street
P.O. Box 800
Metamora, Illinois 61548-0800

Scott Anderson, Director

Genesco Long Distance Co.
111 East First Street
P.O. Box 330
Geneseo, Illinois 61254

Gerald Gallimore, Director

Citizens Telephone Co-operative
P.O. Box 137
Floyd, Virginia 24091

0143114

File Number 5851-930-8



To all to whom these Presents Shall Come, Greeting:

I, George H. Ryan, Secretary of State of the State of Illinois,

do hereby certify that ASSOCIATED NETWORK PARTNERS, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE SEPTEMBER 21, 1995, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE FILING OF ANNUAL REPORTS AND PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.....



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois this _____ 20TH day of FEBRUARY 19 97

George H. Ryan
 SECRETARY OF STATE

0143J.15
Receipt No.: 605893, 605895

File Number: FB019834

CERT OF AUTHORITY

For

ASSOCIATED NETWORK PARTNERS, INC. (IL)

File at the request of:

C T CORPORATION SYSTEM
GENE MAYER
PO BOX 280
PIERRE SD 57501

STATE OF SOUTH DAKOTA

OFFICE OF THE SECRETARY OF STATE

SS.

Filed in the office of Secretary of State on

Date February 24, 1997

Joyce Hazeltine
Secretary of State

Fee Received \$40 100 CM @ NO PAR

SOS CRP 491 10/93

ASSOCIATED NETWORK PARTNERS, INC.

General Description of Service Offerings:

ANPI is a long distance service providers association, bringing the benefits of aggregate volume discounts to its members through performing a wholesale purchasing function with underlying Interexchange Carriers for long distance services. These long distance services are then sold to end users with ANPI member companies performing the retailing functions.

Precise Descriptions of Service Offerings:

1+ Long Distance Service Intrastate and interstate switched access toll service is provided to ANPI members. International direct dialed message telecommunications service is also available to ANPI member companies. Outward calling services.

Operator Assisted Telecommunications Service Operator assisted calling services are offered through ANPI to its members. The call types supported by this service include any long distance operator calls generated with the 0+, 01+ or 00- dialing pattern.

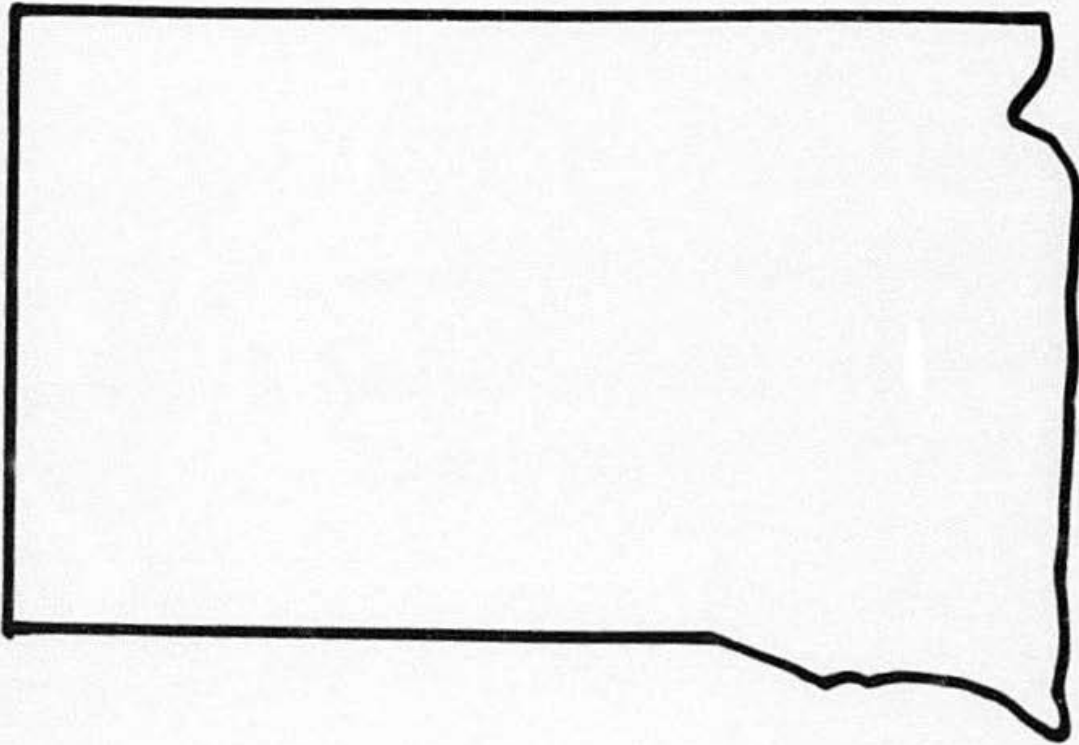
Inbound (800/888) Service ANPI offers both intrastate and interstate inbound toll free service (800/888 dialed traffic) to member company end users.

Calling Card Service ANPI offers domestic (interstate and intrastate) and international calling card service to its member companies. Calling card services are offered through a proprietary access number dialing platform with individual calling card validation.

Exhibit C

ASSOCIATED NETWORK PARTNERS, INC.

Map of South Dakota Areas Where ANPI Proposes to Provide Service:



(ANPI Application for a Certificate of Authority to Resell Interexchange Telecommunications Services)

ASSOCIATED NETWORK PARTNERS, INC.

SOUTH DAKOTA P.U.C. TARIFF No. 1
ORIGINAL TITLE PAGE 1

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

This tariff, filed with the South Dakota Public Utilities Commission, where copies may be inspected during normal business hours contains the rules, regulations, descriptions and rates applicable to the furnishing of competitive interexchange telecommunications services offered by Associated Network Partners, Inc. (ANPI) within the state of South Dakota. ANPI is an interexchange carrier with principal offices at 2060 West Iles, Suite A, Springfield, Illinois 62704. ANPI declares all services contained in this tariff to be competitive.

ALL MATERIAL IN THIS TARIFF IS NEW

Issued: _____

Issued By: John C. Meyer, President
2060 West Iles, Suite A
Springfield, Illinois 62704

Effective: _____

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

CHECK SHEET

The following pages listed below are effective as of date shown:

Page	Revision	Page	Revision	Page	Revision
Title	Original				
1	Original	36	Original		
2	Original	37	Original		
3	Original	38	Original		
4	Original	39	Original		
5	Original	40	Original		
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Issued: _____

Effective: _____

Issued By: John C. Meyer, President
2060 West Iles, Suite A
Springfield, Illinois 62704

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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Issued: _____

Effective: _____

Issued By: John C. Meyer, President
2060 West Iles, Suite A
Springfield, Illinois 62704

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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Issued: _____

Issued By: John C. Meyer, President
2060 West Iles, Suite A
Springfield, Illinois 62704

Effective: _____

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

EXPLANATION OF SYMBOLS

- (C) to signify changes in regulation
- (D) to signify discontinued rate or regulation
- (I) to signify increase
- (M) to signify matter relocated without change
- (N) to signify new rate or regulation
- (R) to signify reduction
- (S) to signify reissued matter
- (T) to signify a change in text but no change in rate or regulation
- (Z) to signify a correction

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

Issued: _____

Issued By: John C. Meyer, President
2060 West Hes, Suite A
Springfield, Illinois 62704

Effective: _____

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

1. APPLICATION OF TARIFF

1.1 This tariff applies to specialized switching services furnished by ANPI, hereinafter referred to as the "Company", with its principle address at 2060 West Iles, Suite A, Springfield, Illinois 62704, for communications within the State of South Dakota. Service is furnished by wire, cable, radio and/or a combination thereof.

1.2 In the event the Company files to increase a rate(s) with the Commission, the Company will provide its Customers with notice of such filing prior to its effective date.

1.3 When services and facilities are provided in part by the Company and in part by other Companies, the regulations of the Company apply to that portion of the service or facilities which it supplies.

1.4 Service/trademarks of the Company are indicated by "™", registered service/trademark are indicated by "®", and copyrights are indicated by "©". In addition, the Company logo is a registered servicemark of the Company.

Issued: _____

Effective: _____

Issued By: John C. Meyer, President
2060 West Iles, Suite A
Springfield, Illinois 62704

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2. DEFINITIONS

The following definitions apply for certain terms used generally throughout this tariff:

Access Code: A sequence of numbers that, when dialed, connect the caller to the provider of operator services associated with that sequence. These access codes include, but are not limited to, 950, 1-800 and 10XXX.

Access Line: A communication channel which is used for access to an Company service point.

Access Line Group: An access line or a number of access lines from a single Customer or authorized user location which have the same termination characteristics and which are arranged in a hunting sequence.

Accounting Code: A multi-digit code which enables a Customer to allocate long distance charges to internal accounts.

Accounting Code (ANPI Service): Customer-defined, non-verified codes which can be used to identify a project or an account for allocating the cost of the long distance call. From a dedicated access line, an Accounting Code can consist of up to seven digits but when used with an ID Code (as defined herein), the total number of digits cannot exceed seven. From an appropriately equipped telephone number, an Accounting Code will consist of two digits, and cannot be dialed in conjunction with an ID Code.

Additional Minute: The rate element used to bill for the chargeable time when a call continues beyond the initial minute.

Aggregator: Any person or entity, that is not an operator service provider and that in the ordinary course of its operations makes telephones available to the public or transient users of its premises, or university for telephone calls between points within this state that are specified by the user using an operator service provider.

Analog Transmissions: Denotes information transmitted in the form of continuously varying signal current and/or voltage.

Answer Supervision: An electrical signal fed back up the line by the local telco at the distant end of a long distance call to indicate positively the call has been answered by the called phone.

Authorized User: A person, firm, corporation, or other legal entity which is authorized by the Customer to be connected to the service of the Customer. An Authorized user(s) must be named in the application for service.

Issued: _____

Issued By: John C. Meyer, President
2060 West Iles, Suite A
Springfield, Illinois 62704

Effective: _____

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2. **DEFINITIONS** (Cont'd)

Autodialer: A device which allows the Customer to dial pre-programmed telephone numbers, such as the Company access number or authorization codes, by pushing one or two buttons. Dialers can be bought as a separate device and added to a phone.

Automatic Numbering Identification (ANI): A type of signaling provided by a local exchange telephone Company which automatically identifies the local exchange line from which a call originates.

Billed Party: The person or entity responsible for payment of the Company's service as follows:

For an Operator Assisted Call:

- a. in case of a Calling card call, the holder of the calling card used by the Consumer;
- b. in case of a Collect or Third Party call, the one responsible for the local telephone service at the telephone number that agrees to accept charges for the call; and
- c. in the case of a Room Charge call, the Subscriber.

For a Direct Dial Call:

Direct dial calls are billed to the originating live number, or the party assigned the Company's authorization code used to complete the call.

Application for Service: A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required.

Billing Period: The interval between Customer invoice to Customer invoice which shall consist of approximately 30 days.

Business Service: The phrase "Business Service" means telecommunications service provided to the Customer for use primarily or substantially for a business, professional, institutional or other occupational purpose.

Calling Card Call: A call for which charges are billed, not to the originating telephone number, but to a telephone calling card issued by a local exchange or long distance telephone Company for this purpose.

Issued: _____

Effective: _____

Issued By: John C. Meyer, President
2060 West Iles, Suite A
Springfield, Illinois 62704

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2. **DEFINITIONS** (Cont'd)

Cancellation of Order: A Customer initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Carrier: An entity which provides telecommunications services by means of a tariff to end users under authority granted it by the FCC.

Channel: The path for electrical transmission between two or more points.

Collect Call: A billing arrangement which bills the charge for a long distance call to the called station's telephone number. The person agreeing to accept the call, whether or not they are a presubscribed customer of the Company shall be responsible for all charges related to the call. Regardless of whether the person is a Customer of the Company or the individual receiving such a collect call shall be subject to the provisions of this tariff which are applicable to the call accepted.

Commission: The South Dakota Public Utilities Commission.

Company: ASSOCIATED NETWORK PARTNERS, INC. (ANPI)

Connecting Carrier: A telecommunications Company, which may be either an interexchange or a local exchange carrier, that supplies the Company with facilities to originate or terminate the Company's long distance services.

Consumer: The term consumer means a person initiating any telephone call using operator services.

Customer: The Customer is a Carrier which orders, cancels or amends service; is responsible for the payment of charges; and is responsible for compliance with all the Company tariff regulations.

Customer Dialed Calling Card Call: A Calling Card Call which does not require intervention by an attended operator position to complete.

Customer-Provided Facilities: All facilities, including those obtained from other communications common carriers, provided by the Customer and/or authorized user, other than those provided by the Company.

DISA: (Direct Inward System Access) This feature of a PBX or telephone system allows the outside caller to dial directly into the telephone system and access the system's features. A Customer would typically use this feature for making long distance calls away from the office using their less expensive business long distance lines.

Issued: _____

Effective: _____

Issued By: John C. Meyer, President
2060 West Iles, Suite A
Springfield, Illinois 62704

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2. **DEFINITIONS** (Cont'd)

Dedicated Access Service: The generic term for a service in which the Customer's traffic passes over an access line connecting the Customer's premise to a Company switch, which is used solely for that Customer's traffic.

Designated Service Date: Denotes the Customer specified installation date requested at the time the order for service is initiated. If the Company finds it cannot provide service by that date, the designated service date becomes that date specified by the Company on which the installation of service can be performed.

Designated Service Point: The Customer designated point of termination of a local distribution channel. The designated service point may be a Customer or authorized user premise or a local exchange Company central office or centrex station.

Disconnection: The disconnection of a circuit, dedicated access line or port connection being used for existing service.

End User: An individual or entity designated by the consumer to be responsible for the payment of calls placed using the Company's Services.

Equal Access Office: Switch operated by the Company equipped with the hardware and software required to allow the customers to presubscribe to the interexchange carrier of their choice.

Equal Access Code: An access code that allows the consumer to obtain an equal access connection to the carrier associated with that code.

Excessive Call Attempt: An attempt to make a call over the Company's network using an invalid authorization code during a measured 15 minute period within which 10 or more incomplete call attempts are made from the same access line, and where those attempts do not complete because an invalid authorization code(s) was used.

ECC: Federal Communications Commission.

Hertz: Is a unit of frequency equal to one cycle per second.

ID Code (ANPI Service): A customer defined, verified code used to identify the user making an ANPI call. From a dedicated access line, an ID Code can consist of up to seven digits, but when used with a non-verified Accounting Code (as defined herein), the total number of digits cannot exceed seven. From an ANPI Dial "1" telephone number, an ID Code will consist of two digits and cannot be dialed in conjunction with an Accounting Code.

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2. **DEFINITIONS** (Cont'd)

Initial Minute: The rate element used to bill for the first chargeable minute, or fraction thereof, of a call.

Line Haul Mileage: Denotes mileage distance between the Company Terminal Office Cites.

Local Access Line or Local Distribution Channel: The facility consisting of the necessary equipment and local telephone Company lines which are required to interconnect the Customer's or authorized user's premises to a Company Service Point within the same local exchange area or extended service area.

Local Access Transport Area (LATA): A geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Calling Area: Denotes a geographic area in which a Local Exchange Company end user may complete a call without incurring long distance charges.

Local Exchange Area: The term "Local Exchange Area" denotes a unit established by the company for the administration of communications services in a specified area which usually embraces a city, town, or village and its environs. Specific definitions of the Company local exchange areas are available upon request.

Local Exchange Carrier (LEC): A Company which provides telecommunications service within a local exchange LATA.

Local Time: The time observed, standard or daylight savings, at the rate center associated with the originating point of the call.

Measured Charge: A charge assessed on a per minute basis in calculating a portion of the charges due for a completed Operator Assisted, Direct Dial Call, Credit Card or Third Party Call.

Message: Represents an interexchange toll call for which appropriate charges shall be assessed.

Measured Service: The provision of intrastate long distance measured time communications telephone service to Customers who access the Company's service at its switching and call processing equipment by means of access facilities obtained from a local exchange carrier. The Company is responsible for arranging for the access line.

Mileage Rate Band: Mileage interval used to establish rates for the Company services.

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2. **DEFINITIONS** (Cont'd)

Minimum Average Time Requirements (MATR): A generic term indicating a specified period of time, used in the determination of usage charges, which represents the minimum average duration of calls completed during a billing period.

Modem: A device which modulates and/or demodulates signals for proper transmission via dedicated or switched facilities.

Multiple Channel Service: Is a service offering whereby a Customer may order more than one leased channel where the line haul mileage of the channels falls within the same mileage rate band.

Normal Business Hours: Normal business hours are represented by the period between 8 a.m. and 5 p.m., Monday through Friday, excluding holidays.

Operator Assisted Call: An intrastate telephone connection completed through the use of the Company's Operator Services.

Operator Service Charge: A non-measured (fixed) surcharge which is added to a measured charge in calculating the total tariff charges due for a completed Operator Assisted Call.

Operator Services: Any telecommunications service that includes, as a component, any automated or live assistance afforded to a consumer to arrange for the billing and/or completion, of a telephone call that are specified by the user through a method other than:

- Automatic Completion with billing to the telephone from which the call originated;
- Completion through an access code or a proprietary account number used by the consumer, with billing to an account previously established with the carrier by the consumer; or
- Completion in association with directory assistance services

Other Communications Common Carrier: A government regulated entity offering communications services to the public.

Point of Presence: Locations where the Company maintains through its own facilities or through arrangements with other carriers an operations center for purposes of providing long distance service.

Premises: All buildings occupied by the Customer and/or his authorized user on a contiguous property (except railroad right of way, etc.) not intersected by a public road.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2. DEFINITIONS (Cont'd)

Presubscribed Provider of Operator Services: The Provider of Operator Services to which the Consumer is connected when the Consumer places a call using a Provider of Operator Services without dialing an access code.

Service: Service means any or all service(s) provided pursuant to this tariff.

Service Control Point (SCP): The real-time data base system in the Service network that contains instructions on how Customers wish their calls to be routed, terminated or otherwise processed.

Service Points: Those cities from which the Company makes its services available to its customers.

Special Access Line (SAL): A dedicated Analog DAL or Digital T-1 Access Line(s) directly connecting Customer's telephone equipment to the Long Distance Provider without using the Local Exchange Carrier's switching equipment.

Special Promotional Offering: Special discounts or modifications of the company's regular service offerings which may, from time to time, be offered to its Customers for a particular service. Such offerings may be limited to certain dates, times, and locations.

Special Services: Denotes service provided and performed by the Company involving special engineering, design, programming, development or production activities to provide services requested by a Customer to meet special needs not otherwise provided under this tariff.

Station: Any location from which a message can be originated or received.

Station-to-Station Call: A call placed to a telephone number, with the understanding that the caller will speak to any person who answers the called number.

Subscriber: A firm or other entity that selects a telecommunications Company to be the Presubscribed Provider of Services for one or more locations within that person or entity's control.

Subscription Agreement: A standard form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide the long distance service required.

Switch: A local Telephone Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks through electronic services which are used to provide circuit routing and control.

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2. **DEFINITIONS** (Cont'd)

Switched Access Service: Provides the ability to originate and terminate calls between two end user's premises over facilities of the Telephone Company.

Telecommunications: The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence over dedicated or switched facilities.

Terminal Equipment: Devices, apparatus, and their associated wiring such as teleprinters, telephone hand sets, or data sets used for origination or termination of telecommunications services.

Third Party Call: A call for which charges are billed, not to the originating telephone number, but to a third party telephone number which is neither the originating nor the terminating telephone number.

Vertical Features: Services such as call validation, "Plain Old Telephone Service" (POTS) number translation, and provision of statistical information on the Customer's 800 traffic, which may be obtained by the Company from local Exchange Company access tariffs on behalf of 800 Service Customer.

Voice-Grade Channel: Denotes a communications channel with a nominal bandwidth of 4,000 hertz.

Weekday: One of the normal business days of the week, Monday through Friday, excluding Holidays and Weekend periods.

Weekend: The period from 11 p.m. Friday to, but not including 8 a.m. Monday.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

3. GENERAL RULES AND REGULATIONS**3.1. UNDERTAKING OF THE COMPANY****3.1.1. General**

3.1.1.1 The services furnished herein are for the transmission and reception of voice, data and other types of communications. Services provided pursuant to this tariff may be utilized only for the transmission of communications by Customers consistent with the terms of this tariff, and the rules and regulations of the State of South Dakota.

3.1.1.2 Subject to unavoidable network interruptions, the Company shall endeavor to provide services and facilities 24 hours a day, 7 days a week.

3.1.2. Availability

3.1.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment of the Company and/or the Local Exchange Carrier serving the customer. It is also contingent on the attainment of prescribed volume thresholds and minimum service period commitments by the customer. A Customer's minimum monthly bill shall not be less than \$500.00. The Company reserves the right to provide services to and from locations where the necessary facilities and/or equipment are available.

3.1.2.2 The Company reserves the right to suspend service or delay service installation until sufficient network facilities are available to meet the anticipated traffic demand, or terminate a service request with a full refund of any charges billed to the Customer if satisfactory arrangements cannot be concluded within what the Company determines to be a reasonable amount of time.

3.2. USE OF SERVICE

3.2.1 Services furnished by the Company may not be used for any unlawful purpose.

3.2.2 No restrictions apply on sharing or resale of services. The Customer remains liable for all obligations under this tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same.

3.2.3 Use of the services herein in a manner that could interfere with the services provided to other Customers, harm the facilities of the Company or others is prohibited.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

3. GENERAL RULES AND REGULATIONS (Cont'd)

3.2.4 In the event that the Company determines, based upon its sole judgment, that there is fraudulent use of either the services furnished by the Company or the Company's network, the Company will without liability to the Customer discontinue service and/or seek legal recourse to recover from the Customer all costs involved in enforcement of this provision.

3.2.4.1 Service may be discontinued by the Company, without notice to the Customer, by blocking traffic to or from certain cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes, such as calling card codes, which the Company deems, in its sole judgment, is necessary to take such action to prevent unlawful use of its services. The Company will restore service as soon as it can be provided without undue risk.

3.2.4.2 Without incurring any liability, the Company may discontinue the furnishing of service(s) to a Customer immediately and without notice if the Company deems, in its sole judgment, that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, facilities or services.

3.2.5 The Company may, but is not required to, advise the Customer of abnormal calling patterns or other possible unauthorized use of facilities or calling cards assigned to the Customer. Additionally, the Company may, but is not required to, block calls on authorization codes which the Company believes to be unauthorized or fraudulent.

3.2.6 If a Customer utilizes a dedicated access line between the Customer's premises and the Company's service office for the origination or termination of calls, the Customer is responsible for payment of all charges for usage over that access line, including any usage which may be fraudulent or unauthorized.

3.2.7 The use and restoration of service shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules.

3.2.8 With the use of the Company authorization codes, the Customer agrees to pay the Company all charges incurred as a result of any delegation of authority whether authorized or unauthorized resulting in the use of its Company authorization codes.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

3. **GENERAL RULES AND REGULATIONS** (Cont'd)3.3 **OBLIGATIONS OF THE COMPANY**3.3.1 **Liability**

Except as provided in this Section, the Company's sole liability for any claim, loss, expense or damages of any kind, whether direct, indirect, special or consequential, arising from, or in any way attributable to, acts or omissions of the Company relating to the installation, provision, termination, maintenance, repair, restoration, or billing of any service, feature or option available under this tariff shall not exceed an amount equal to the monthly recurring charge to the Customer for one (1) month, if any, or as otherwise set forth in the outage credit provisions of this tariff provided, however, that:

3.3.1.1 The Company's liability for its willful misconduct is not limited by this tariff.

3.3.1.2 The Company is not liable for any failure of facilities or performance of services due to causes beyond its control, including, not limited to, civil disorder, fire, flood, storm or other natural or man-made disasters or elements, labor problems or regulations issued by or action taken by any government agency having jurisdiction over the Company or its services or equipment.

3.3.1.3 The Company shall have no liability to any person or entity other than its Customer.

3.3.1.4 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against the following:

.1 Any claim, loss, expense or damage (including, but not limited to, reasonable attorney's fees and expenses) for engaging in a criminal enterprise defamation, libel, slander, invasion of privacy, infringement of copyright or patent, arising from, or in connection with, the material, data, information, or other content transmitted over the services or facilities furnished by the Company.

.2 Any claim, loss, expense or damage (including, but not limited to reasonable attorney's fees and expenses) for any act or omission of the Customer or its agents and contractors, or due to the failure of Customer-provided equipment, facilities, systems or services.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

3. GENERAL RULES AND REGULATIONS (Cont'd)**3.3 OBLIGATIONS OF THE COMPANY (Cont'd)****3.3.1 Liability (Cont'd)**

3 Any claim, loss, expense or damage (including, but not limited to, reasonable attorney's fees and expenses) for personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company; and/or

4 Any use by the Customer of the Company's products or services which use has been restricted or limited by action of a government agency having jurisdiction over the Customer, the Company or its products or services.

3.3.1.5 All or a portion of the service provided pursuant to this tariff may be provided over facilities of third parties, and the Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever arising out of errors or defects caused by such third parties.

3.3.1.6 Where any claim arises out of the Company's acting as a Resp. Org. or where the Company's Services are not made available on the date committed to the Customer, or cannot otherwise be made available after the Company's acceptance of the Customer's order, or is provided with a number(s) other than the one(s) committed by the Company to the Customer, or the number(s) is not included in the Directory Assistance or is included in an incorrect form, or Vertical Features are not obtained or are obtained in error, and any such failure(s) is due solely to the negligence of the Company, in such case the Company's liability, if any, is limited to the lesser of (a) the actual monetary damages incurred and proved by the Customer as the direct result of such failure(s), or (b) the sum of \$1,000.00.

3.3.1.7 The Company shall not be liable for the use, misuse or abuse of a Customer's service by third parties, including, without limitation, the Customer's employees or members of the public who dial the Customer's telephone number in error. Compensation for any injury the Customer may suffer due to the fault of others must be sought from such other parties.

3.3.1.8 Notwithstanding Section 3.3.1.5, in the event that the Company causes the misrouting of calls, the Company's sole liability shall be to provide a credit equal to the charges for the affected calls.

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3. GENERAL RULES AND REGULATIONS (Cont'd)**3.3 OBLIGATIONS OF THE COMPANY (Cont'd)****3.3.1 Liability (Cont'd)**

3.3.1.9 The Company reserves the right to immediately suspend or cancel without advance written notice and without any liability whatsoever, the provision of any service(s) to any Customer if the Company determines in its sole discretion that the Customer is using the service(s) to make or permit any telephone facility under such Customer's control to be used for any purpose or activity, including, but not limited to, any obscene, indecent or harassing purpose or activity, prohibited by Section 223 of the Communications Act of 1934, as amended, and 800 calls placed with the intent of gaining access to a Customer's outbound calling services without authorization from the Customer.

3.3.1.10 The Company is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from the Customer-provided equipment which are transmitted or carried on the Company network or the network over which its traffic is carried. The Company's Customer Service agents may work with Customers to recommend possible solutions to reduce unauthorized use of their facilities. However, the Company does not warrant or guarantee that its recommendations will prevent all unauthorized use, and the Customer is responsible for controlling access to, and use of, its own telephone facilities.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

3. **GENERAL RULES AND REGULATIONS** (Cont'd)3.4 **OBLIGATIONS OF THE CUSTOMER**

3.4.1 The Customer shall be responsible for damages to the Company's facilities or that of its network providers caused by the act or omission of the Customer, its authorized users, officers, directors, employees, agents, contractors, licensees or invitees or any person or entity who gains access to the service at the customer through the negligence of the customer.

3.4.2 The Customer shall provide access to the Customer's or authorized user's premises by the Company personnel for inspection, repair and/or removal of any facilities or equipment of the Company on an unrestricted bases, 24 hours a day, 7 days a week.

3.4.3 The Customer will guarantee the performance by his authorized user(s) of all provisions of this tariff and contractual obligations between the Customer and the Company. The Customer will be liable for the acts or omissions of its authorized user(s) relative to the compliance with the provision of this tariff.

3.4.4 The Customer may not assign or transfer to a third party, whether by operation of law or otherwise, the right to use the services provided under this tariff, provided however, that where there is not interruption of use or relocation of the services, such assignment or transfer may be made to the following:

(a) Another Customer of the Company, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer including, but not limited to, all indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services if any; or

(b) A court-appointed receiver, trustee or other person acting pursuant to the laws of bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer including, but not limited to, all indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

If the Customer wishes to assign or transfer the right to use services provided under this tariff, written consent of the Company is required prior to such assignment or transfer which consent may be granted or withheld in the sole discretion of the Company. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

3. **GENERAL RULES AND REGULATIONS** (Cont'd)3.4 **OBLIGATIONS OF THE CUSTOMER** (Cont'd)

3.4.4 (Cont'd)

(b) A court-appointed receiver, trustee or other person acting pursuant to the laws of bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer including, but not limited to, all indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

If the Customer wishes to assign or transfer the right to use services provided under this tariff, written consent of the Company is required prior to such assignment or transfer which consent may be granted or withheld in the sole discretion of the Company. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly and severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

3.4.5 The Customer of the Company's 1+, 0+ (sent paid), credit card, and/or 800 Service is responsible for payment for all calls placed:

- (a) via the Customer's local telephone service number(s);
- (b) via dedicated access lines to the Company facilities and/or network;
- (c) via the Customer's 800 Service number(s) either intentionally or mistakenly placed;
- (d) originated at the Customer's number(s);
- (e) accepted at the Customer's number(s) (e.g. collect calls); and
- (f) billed to the Customers number via third number billing.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

3. GENERAL RULES AND REGULATIONS (Cont'd)**3.4 OBLIGATIONS OF THE CUSTOMER (Cont'd)****3.4.5 (Cont'd)**

This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service, Customer provided systems, equipment, facilities, services interconnected to the Customer's local telephone service, 0+ (sent paid), dedicated lines or 800 Service; which use, misuse or abuse may be occasioned by third parties, including, without limitation, the Customer's employees and members of the public.

3.4.6 The Customer must obtain an adequate number of access lines for service to handle its expected demand in order to prevent interference or impairment of the service or any other service provided by the Company. The Company will have the right to determine such adequacy giving due consideration to (1) the total call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling period.

The Company, without incurring any liability, may disconnect or refuse to furnish Service to any Customer that fails to obtain an adequate number of lines. In the case of disconnection's, the Customer will be notified in writing in advance of the termination of service.

3.4.7 Any mistakes, accidents, omissions, interruptions, delays, errors or defects in transmission or service which are caused or contributed to, directly or indirectly, by an act or omission of the Customer, by others, through the use of Customer-provided facilities or equipment, or through the use of facilities or equipment furnished by any other person using the Customer's facilities shall not result in the imposition of any liability upon the Company. The Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including the costs of any local exchange Company labor and materials. The Company shall be indemnified, defended and held harmless by the Customer against any and all claims, demands, causes of action and liability relating to services provided pursuant to this agreement, including payment to the Company associated with reasonable attorney's fees.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

3. GENERAL RULES AND REGULATIONS (Cont'd)**3.5 PAYMENT REGULATIONS**

3.5.1 Service shall be provided and billed for on a monthly basis. Service shall continue to be provided until 30 days after the Company's receipt of a written request from the Customer for the disconnection of service, unless other restrictions apply. Payment is to be made to the address designated on the invoice or such other location as the Company may direct in writing from time to time. In addition to the charges for the Company's services, the Customer shall pay any applicable federal, state or local use, excise, sales or privileges taxes resulting from the services furnished by the Company. Such taxes shall not be counted toward the attainment of any volume or revenue commitment and will not be discounted.

3.5.2 The Customer is responsible for payment of all charges for service(s) furnished by the Company. This includes payment for calls or services (a) originated at the Customer's number(s) whether authorized or not; (b) accepted at the Customer's number(s) (e.g. 800 Service and collect calls); (c) billed to the Customer's number via third number billing, a calling card, a company-assigned authorization code, travel card number, or other special billing number; and/or (d) incurred at the specific request of the Customer.

3.5.3 A Customer is responsible for payment for all calls placed to or via the Customer's telephone number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of the customer's service or Customer provided systems, equipment, facilities or services interconnected to the Customer's 800 Service, which use, misuse or abuse may be occasioned by third parties, including, without limitation, the Customer's employees and members of the public who dial the customer's 800 number by mistake.

3.5.4 If notice of a dispute with respect to charge is not received, in writing, within 30 days after an invoice is rendered, such invoice shall be deemed to be correct and binding upon the Customer. In instances of a dispute, the Customer is required to pay the undisputed portion of the bill in its entirety. Accounts not paid within 30 days from the due date stated on the bill will be considered delinquent. Delinquent payments may result in the imposition of a late fee which shall be imposed at the rate of 1.5% of the unpaid balance per month or the maximum allowable rate under applicable state law.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

3. GENERAL RULES AND REGULATIONS (Cont'd)**3.5 PAYMENT REGULATIONS (Cont'd)**

3.5.4.1 Dispute Resolution: Except as otherwise provided herein, any claims arising out of or related to this Tariff, shall be made within one hundred and twenty (120) days of their occurrence. If such claims cannot be resolved by negotiation, they shall be settled by binding arbitration in accordance with the rules contained in ANPI Tariff FCC No. 2 ("Arbitration Rules"). Neither party may seek injunctive relief of any kind prior to the confirmation of an arbitration award, except that ANPI may seek injunctive relief against the Customer for violation of Section 3.5.4.1 (a),(b), and (c) below. Any claims made after one hundred and twenty (120) days of the occurrence giving rise to such claims shall be barred. The costs of the arbitration including the fees and expenses of the arbitrator, shall be shared equally by the parties unless the arbitration award provides otherwise. Each party shall bear the cost of preparing and presenting its case. In no event shall the arbitrator have the authority to make any award that provides for punitive or exemplary damages.

- a) The Customer shall comply with Section 64.1100 of the FCC's Rules and Regulations, as well as other applicable laws or regulations pertaining to the sale and delivery of telecommunications service(s) to Customer's customers.
- b) The Customer will obtain and maintain any and all approvals to resell ANPI Carrier Network Service from the FCC, including requirements imposed by Section 214 of the Communications Act of 1934, as amended, and state regulatory bodies.
- c) The Customer agrees to sell and bill ANPI Carrier Network Service under a name, identity or mark, other than ANPI's name, identity or mark and further agrees not to reference ANPI's name or marks in any context involving its furnishing of service(s) to the public except

3.5.5 If a Customer accumulates more than \$1,000 of undisputed delinquent charges, the Company's Resp Org reserves the right not to honor that Customer's request for a Resp Org change and the Company reserves the right not to honor that Customer's request for a carrier change until such undisputed charges are paid in full.

3.5.6 The Company may require applicants or Customers to provide information pertaining to their financial ability to pay for service.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

3. GENERAL RULES AND REGULATIONS (Cont'd)**3.5 PAYMENT REGULATIONS (Cont'd)**

3.5.6.1 Applicants or Customers whose credit worthiness is not acceptable to the Company, or is not a matter of general knowledge, may be denied service or may be required to make, at any time, a deposit in an amount equaling the applicable installation charges, if any, and/or up to three months, actual or estimated, charges for the services provided. The Company may increase the amount of any deposit previously required if, in the Company's sole discretion, it is reasonably necessary under the circumstances and based upon the Company's experience with residential customers whose service has been discontinued for non-payment.

3.5.6.2 The Company may also establish toll usage limits for applicants for service or existing customers whose financial condition cannot be verified or is otherwise unacceptable to the Company. Any required deposit or toll usage limits may be increased or decreased by the Company as it deems appropriate in the light of changing conditions.

3.5.6.3 The Company shall be entitled to require such an applicant or customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash.

3.5.6.4 In the case of a cash deposit, simple interest at the rate of six percent (6%) annually will be paid for the period during which the deposit is held by the Company, unless a different rate has been established by the appropriate legal authority in the jurisdiction in which the Company service in question is provided. If the Company, in its sole discretion, determines that the Customer is not capable of satisfying its payment obligations, services may be canceled by the Company upon written notice.

3.5.6.5 At the Company's option, such deposit may be refunded or credited to the Customer at, or any time prior to, termination of service. The Customer may elect to apply the deposit to future invoices or receive a payment of the deposit amount. However, if any balance is outstanding on the Customer's account at the time of cancellation, the Company reserves the right to apply the Customer's deposit and accumulated interest against the Customer's unpaid balance. Also, the Company reserves the right to cease accepting and processing service orders after it has requested a security deposit and prior to the customer's compliance with this request.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

3. GENERAL RULES AND REGULATIONS (Cont'd)**3.5 PAYMENT REGULATIONS (Cont'd)**

3.5.7 In the event the Company incurs fees or expenses, including attorney's fees, court costs, costs of investigation and related expenses in collecting, or attempting to collect, any charges owed to the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

3.5.8 In the event that a check or draft tendered by a Customer is returned, a fee of \$15 will apply. The fee will be assessed when a check or instrument issued by a Customer is returned without payment for any reason whatsoever, unless the return is a bank error, in which case documentary evidence is required to waive the fee.

3.5.9 All stated charges in this tariff are computed by the Company exclusive of any federal, state, or local use, excise, gross receipts, sales, or privilege taxes, duties, fees, or similar liabilities (other than general income or property taxes) whether charged to or against the Company of its Customer. Such taxes, fees, etc. shall be paid by the Customer in addition to the charges stated in this tariff. All such taxes, duties and fees shall each be shown as a separate line item on the Customer's monthly invoice.

3.5.10 In cases involving toll fraud, the Company may backbill for one and one-half (1 1/2) years from the point when such fraud was detected and/or quantified.

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3. GENERAL RULES AND REGULATIONS (Cont'd)**3.6 CREDIT ALLOWANCES****3.6.1 Interruption of Service**

3.6.1.1 No credit will be allowed for relinquishing facilities in order to perform routine maintenance.

3.6.1.2 Credit for failure of service or equipment will be allowed only when such failure is caused by or occurs in facilities or equipment provided by the Company. As used in this tariff, all equipment, facilities and/or services for which the Company renders a bill for payment are considered provided by the Company whether or not the equipment, facilities and/or services are owned and operated by the Company unless otherwise provided by the terms of this tariff.

3.6.1.3 No credit will be allowed for failures of service or equipment due to Customer user-provided facilities or any act or omission of the Customer, its authorized user(s), officers, directors, employees, agents, contractors, licensees or invitees or any person or entity who gains access to the service at the customer through the negligence of the customer.

3.6.1.4 Credit allowance time for failure of service or equipment starts when the Customer notifies the Company of the failure or when the Company has actual knowledge of the failure, and ceases when the service has been restored and an attempt has been made to notify the Customer. See Section 3.3.1.5 for limitations to liability.

3.6.1.5 The Customer shall notify the Company of failures of service or equipment and make reasonable attempts to ascertain whether the failure is caused by Customer-provided equipment.

3.6.1.6 Only those portions of the service or equipment operation materially interfered with will be credited.

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3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.6 **CREDIT ALLOWANCES** (Cont'd)

3.6.2 **Outage Credit**

3.6.2.1 No credit shall be given for an interruption of less than 2 hours.

3.6.2.2 The Customer shall be credited for an interruption of 2 hours or more at the rate of 1/360th of the monthly charge for the facilities affected for each period of 2 hours or major fraction thereof that the interruption continues. (A billing period has 30 days and service is provided 24 hours a day, 7 days a week. Every month will have 720 hours.) Such a credit shall only be applied to services priced by the Company on a monthly flat rated basis.

3.6.2.3 Where a minimum usage charge is applicable and the Customer fails to meet a usage minimum, credit for the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of 2 hours or major fraction thereof that the interruption continues. Such a credit shall only be applied to services priced by the Company on a monthly flat rated basis.

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3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.7 **EQUIPMENT**

3.7.1 Customer Obligations

3.7.1.1 The Customer shall assume all responsibility for obtaining all necessary permits, authorization or consents for interconnecting Customer-provided equipment or facilities with the Company's services or facilities as well as ensuring that the Customer-provided equipment or facilities are properly interfaced with the Company's services or equipment.

3.7.1.2 Access to and release of Company provided facilities located on the Customer's premises for testing and repair will be required for failures of equipment or service and/or routine maintenance. The Company will notify the Customer in advance of such necessary access or release and will attempt to schedule the access or release at a mutually convenient time. For charges contemplated in the tariff, such testing and repair and/or routine maintenance will be performed during regular business hours. When, at the specific request of the Customer, such routine maintenance, testing and/or repair is performed outside of regular business hours, additional special service charges may apply.

3.7.1.3 The Customer shall operate its equipment and facilities in such a manner that its use of the Company's facilities shall not interfere with any other Customer's use of the Company's services or equipment.

3.7.1.4 The Customer shall provide adequate space, electrical power, wiring, HVAC and electrical outlets necessary for the proper operation of the Company's equipment on the Customer's and/or authorized user's premises.

3.7.1.5 The Customer shall be responsible for all loss regardless of cause (other than directly resulting from an act or omission of the Company) to the Company's equipment on the Customer's or its authorized user's premises.

3.7.1.6 The Customer is responsible for ensuring that, except for Customer authorized and qualified personnel, no one attempts to adjust, modify, move or otherwise interfere in any way with the continuous operation of the Company's equipment located at the Customer's or authorized user premises.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

3. **GENERAL RULES AND REGULATIONS** (Cont'd)3.7 **EQUIPMENT** (Cont'd)

3.7.1.7 The Customer shall comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by the Company to protect the integrity of service or for safety reasons.

3.7.1.8 The Customer shall be responsible for the installation, operation or maintenance of any Customer-provided equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for the following:

- (a) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission;
- (b) the reception of signals by Customer-provided equipment; or
- (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

3.7.2 **Terminal Equipment**

3.7.2.1 The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems. Such terminal equipment shall be furnished and maintained at the expense of the customer, except as otherwise provided in this tariff. The Customer is responsible for all costs at his premises, including Customer personnel, wiring, electrical power, and the like, incurred in the use of the Company's service.

3.7.2.2 When such terminal equipment is used, the equipment shall comply with the minimum protective criteria set forth below and shall not interfere with service furnished to other Customers. Additional protective equipment, if needed, shall be employed at the Customer's expense.

3.7.2.3 When service(s) using voice grade facilities is terminated in Customer-provided terminal equipment, channel derivation devices, or communications systems, the Customer shall comply with the following minimum protective criteria:

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3. **GENERAL RULES AND REGULATIONS** (Cont'd)3.7 **EQUIPMENT** (Cont'd)

3.7.2.3 (Cont'd)

.1 When the facilities furnished under this tariff are used in common with local telephone company services, it is necessary in order to prevent excessive noise and cross talk, that the power of the signal applied to the local lines be limited. A single valued limit for all application cannot be specified. Therefore, the power of the signal in the band over 300 hertz which may be applied by the Customer-provided equipment at the point of termination will be specified by the Company for each application, to be consistent with the signal power allowed on the telecommunications network as specified in FCC Part 68 Rules and Regulations.

.2 To protect the telecommunications services from interference at frequencies which are above the band of service provided, the carrier will specify the acceptable signal power in the following bands to be applied by the Customer provided equipment or communications system at the point of termination to insure that the input to facilities of the Company or other communications company that the Company connects with does not exceed the limits indicated.

- a. The power in the band from 3,995 hertz to 4,000 hertz shall be at least 18 dB below the power of the signal as specified in Subsection .1 preceding.
- b. The power in the band from 4,000 hertz to 10,000 hertz shall not exceed 16 dB below one milliwatt.
- c. The power in the band from 10,000 hertz to 25,000 hertz shall not exceed 24dB below one milliwatt.
- d. The power in the band from 25,000 hertz to 40,000 hertz shall not exceed 36 dB below one milliwatt.
- e. The power in the band above 40,000 hertz shall not exceed 50 dB below one milliwatt.

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3. GENERAL RULES AND REGULATIONS (Cont'd)3.7 EQUIPMENT (Cont'd)3.7.2 Terminal Equipment (Cont'd)

3.7.2.3 (Cont'd)

.3 Where there is connection via Customer-provided terminal equipment or communications systems to a Message Telecommunications Service to prevent the interruption or disconnection of calls or interference with network control signaling, it is necessary that the equipment to the interface at no time has energy solely in the 2450 to 2740 hertz band. If signal power is in the 2450 to 2750 hertz band, it must not exceed the power present at the same time in the 800 to 2450 hertz band.

.4 Where such Customer-provided equipment or communications system applies, signals having components in the frequency spectrum below 300 hertz, excluding ringing signals, the currents and voltages (including all harmonics and spurious signals) at the interface shall not exceed the limits indicated in a. through d. following:

a. The maximum rms (root-mean-square) value, including dc and ac components of the current per conductor shall not exceed 0.35 ampere.

b. The magnitude of the peak of the conductor or ground voltage shall not exceed 70 volts.

c. The conductor voltage shall be such that the conductor-to-ground voltage limit in .2 preceding is not exceeded. If the signal source is not grounded, the voltage limit in .2 preceding applies to the conductor-to-conductor voltage.

d. The total weighted rms voltage within the band from 50 hertz shall not exceed 100 volts. The total weighted rms voltage is the square root of the sum of the products times the square of the rms voltage of the individual frequency components. The weighting factors are indicated.

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3. GENERAL RULES AND REGULATIONS (Cont'd)3.7 EQUIPMENT (Cont'd)3.7.2 Terminal Equipment (Cont'd)

3.7.2.3 (Cont'd)

.4 (Cont'd)

<u>For Frequencies Between</u>	<u>Weighting Factor</u>
50 Hertz and 100 Hertz	$f^2/10^4$
100 Hertz and 300 Hertz	$f^3/10^6$

Where f is the numerical value of the frequency, in hertz, of the frequency component being weighted.

3.7.2.4 If the Customer fails to maintain and operate his terminal equipment properly, resulting in the occurrence or possibility of harm to the Company's equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require repair, maintenance or the use of protective equipment at the Customer's expense. If such repair, maintenance or use of protective equipment fails to produce satisfactory results, the Company may, upon written notice, terminate the customer's service immediately.

3.7.2.5 The Customer shall also comply with the minimum protective criteria generally accepted in the telephone industry including Part 68 of the FCC Rules and Regulations and other appropriate criteria as may be prescribed by the Company. The Customer shall ensure that his terminal facilities are of the proper mode, band-width, power, data, speed, and signal level for the intended use of the Customer, and that the signals do not damage the Company's equipment, injure personnel or degrade service to other Customers.

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3. GENERAL RULES AND REGULATIONS (Cont'd)**3.8 CANCELLATION OF SERVICE**

3.8.1 For any of the following reasons, the Company may discontinue service immediately and without notice or cancel an application for all services without incurring any liability. Separate accounts for the same Customer are also subject to this provision.

3.8.1.1 In the event that a Customer's bill remains unpaid after more than thirty days following rendition of the bill.

3.8.1.2 In the event of a violation of any regulation governing the service under this tariff, when necessitated by conditions beyond the Company's control, a violation of any law, rule, or regulation of any government authority having jurisdiction over the service.

3.8.1.3 Where the Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

3.8.2 The Company, by written notice to the Customer, may, without incurring any liability, cancel or suspend the provision of service or equipment for non-payment of any sum due to the Company from the Customer, whether pursuant to service offered under this tariff or otherwise, or as a result of actions of a government agency which forces discontinuance of the provision of service or equipment, or for violation or threatened violation of any of the terms or conditions of this tariff by the Customer or authorized user, or if the Customer becomes insolvent or bankrupt, or makes a general assignment for the benefit of creditors or as otherwise permitted by this tariff. Cancellation will be effective on the date specified on the notice.

3.8.3 Service may only be canceled by the Customer on not less than 30 days written notice to the Company. In the event the Company is unable to remove the Customer from its data base by the requested cancellation date, the customer will be responsible for any usage that occurs after the cancellation date.

3.8.4 The discontinuance of service by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owed for service(s) furnished up to the time of discontinuance.

3.8.5 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.

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3. GENERAL RULES AND REGULATIONS (Cont'd)**3.8 CANCELLATION OF SERVICE (Cont'd)**

3.8.6 Except as otherwise provided in this tariff or as specified in writing by the party entitled to receive service, notices may be given orally or in writing to the person(s) whose name(s) and business address(es) appear on the executed service order.

3.8.7 Where the Company cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any flat rate charge amounts billed in advance, prorated at 1/30th of the monthly charge for each day after the service was discontinued. This credit will be issued to the Customer or applied against the balance remaining on the Customer's account. Any usage sensitive billing will be done on an actual use basis for the month of discontinuance.

3.8.8 The Customer shall pay a cancellation charge for services that require special facilities dedicated to its use when the Customer cancels the order before service begins or prior to the expiration of the service term or if service is canceled for nonpayment or failure to make a requested deposit. The charge will be equal to the non-recoverable portion of expenditures or liabilities incurred expressly for the Customer and the sum of the monthly recurring or minimum usage amount remaining through the end of the term. The Customer is liable for any charges assessed by the interconnecting telephone company which provisions facilities allowing connectivity of the Customer to the switched network.

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3. GENERAL RULES AND REGULATIONS (Cont'd)**3.9 DETERMINATION AND RENDERING OF CHARGES**

3.9.1 For the purpose of billing, service will be deemed to be started on the day the service and its associated equipment, if any, is installed. Where billing is based upon Customer usage, Customers will be billed for all usage commencing on the date usage begins.

3.9.2 Subject to the Company's right to cancel or suspend services as otherwise provided in this tariff, the minimum service period is 30 days. Termination by Customer is effective 30 days after receipt by the company of a written notice of cancellation. Termination by the Company is effective 30 days after delivery of written notice or as otherwise set forth in this tariff or other agreement between the Customer and the Company.

3.9.3 In situations where a Special Service is requested, the minimum service period and charges will be determined on a case-by-case basis.

3.9.4 All monthly recurring charges are billed one month in advance. Initial and final month's billing, when the service period is less than a month, will be prorated at 1/30th of the month's recurring charge for each day the service was rendered or equipment was provided.

3.9.5 Usage charges are billed monthly for the preceding billing period. For periods less than the monthly billing period, minimum usage charges are prorated at 1/30th of the monthly minimum amount for each day the service was rendered.

3.9.6 The duration of a call is rated in intervals of the billing increments described for each service provided in this tariff. If the final interval of a call is less than the applicable billing increment, it will be rounded up to a full increment for purposes of billing.

3.9.7 Computed usage charges or credits for each call are rounded to the nearest cent when possible.

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3. **GENERAL RULES AND REGULATIONS** (Cont'd)3.9 **DETERMINATION AND RENDERING OF CHARGES** (Cont'd)

3.9.8 When a distance sensitive offering is made from this tariff, the mileage to which mileage sensitive rates apply will be calculated in the following fashion. For the purpose of determining the airline mileage of a call, the Company will utilize the vertical ("V") and horizontal ("H") coordinates of the rate centers of the originating and terminating points of the call. For purposes of billing, the Company references "V" and "H" coordinates provided by Bell Communications Research. Calls originated by dialing a local exchange number or a 950-type number using an authorization code, the originating point will be the rate center in which the switched access facilities are located. For calls originated via equal access connections, WATS access lines or dedicated access lines, the originating point will be the rate center in which the Customer is located. The terminating point will be determined by the rate center of the called number.

The formula to determine airline miles is as follows:

$$\sqrt{\frac{(M1-V2)^2 + (H1-H2)^2}{10}}$$

3.9.9 Rate periods apply, unless noted otherwise, as indicated below and are based on the time in which a call is established. In cases where a call begins in one rate period and continues into another, the rate in effect in each period will apply to the portion of the call occurring within the applicable rate period.

Day rates apply from 8 a. m. to, but not including, 5 p.m. Monday through Friday

Evening rates apply from 5 p.m. to, but not including, 11 p.m. Sunday through Friday

Night rates apply from 11 p.m. to, but not including, 8 a.m. seven days a week.

Weekend rates apply from 8 a.m. to, but not including, 11 p.m. Saturday and from 8 a.m. to, but not including, 5 p.m. on Sunday.

On holidays, evening rates apply throughout the day on which the holiday is observed unless a lower rate would normally apply.

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3. GENERAL RULES AND REGULATIONS (Cont'd)**3.10 TIMING OF CALLS**

3.10.1 Billable time for service is the duration of time between the called station answering and the called or calling station disconnecting, provided duration may be rounded in accordance with specific descriptions in this tariff.

3.11 SPECIAL SERVICES

For the purpose of this tariff, a Special Service is deemed to be any service requested by the Customer for which there is no prescribed rate in this tariff. Special Services charges will be developed on an individual case basis and filed in this tariff.

3.11.1 Special Service charges will be based on the estimated cost of furnishing such services including the cost of operating and maintaining such a service, the cost of equipment and materials used in providing such a service, the cost of installation including engineering, labor supervision, transportation, and the cost of any other specific item associated with the particular Special Service request.

3.11.1.1 If at the request of the Customer, the Company obtains facilities not normally used to provide service to its customer, the cost incurred will be billed as a Special Service.

3.11.1.2 If at the request of the Customer, the Company provides technical assistance not normally required to provided service, the costs involved will be billed as a Special Service.

3.11.1.3 Where special signaling, conditioning, equipment, or other features are required to make Customer-provided equipment compatible with the Company service, the cost of providing these features will be billed as a Special Service.

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3. GENERAL RULES AND REGULATIONS (Cont'd)**3.12 INTERCONNECTION WITH OTHER CARRIERS**

3.12.1 Service furnished by ANPI may be connected with services or facilities of another participating carrier. Such interconnection may be made at a terminal of another participating carrier, or at the premises of a customer, joint user, or authorized user. Service furnished by ANPI is not part of a joint undertaking with such other carriers.

3.12.2 Any special interface equipment or facilities necessary to achieve compatibility between the facilities of ANPI and other participating carriers shall be provided at the customer's expense. Upon customer request and acting as his authorized agent, ANPI will attempt to make the necessary arrangements for such interconnection.

3.12.3 Service furnished by ANPI may be connected with the facilities or services of other participating carriers under the terms and conditions of the other participating carriers' tariffs applicable to such connections.

3.13 FRACTIONAL CHARGES

3.13.1 Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished. Divide that number of days figure by thirty days (billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.

3.13.2 For each call the minimum charge shall be the applicable charge for the initial billing increment of use with use in excess of the initial billing increment during a call charged at the applicable rate per minute with the fractional billing increments, if any, of each call rounded up to the next highest whole billing increment.

3.13.3 All per call charges of fractional cents shall be rounded to the next full cent unless otherwise stated in the specific product description (Section 4).

3.14 APPLICATION OF STATE AND LOCAL TAXES

The collection and remittance of end user applied state and local taxes to the appropriate taxing authority are the sole responsibility of the Customer purchasing services from this tariff.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

4. **SERVICE DESCRIPTIONS**4.1 **MESSAGE TELECOMMUNICATIONS SERVICE**

4.1.1 **MTS** - This service arrangement allows a Customer to originate calls in areas with Equal Access capabilities served by the Company by presubscribing to the Service. Calls are billed in six (6) second increments after an initial minimum billable period of eighteen (18) seconds. A Customer's minimum monthly bill shall not be less than \$500.00. Discounts are available off of the rates in Section 6 based on volume and minimum contractual periods to be determined.

4.1.2 **Product Types**4.1.2.1 **Basic MTS**.1 **Usage Charges**

- a. **Per Minute Rates** - Refer to the Section 6 Service Charges.
- b. **Rate Periods** - Refer to the Determination and Rendering of Charges in Section 3.9 for the Company's standard rate period.

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4. **SERVICE DESCRIPTIONS**

4.2 **RESERVED FOR FUTURE USE**

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

4. SERVICE DESCRIPTIONS**4.3 CALLING CARD****4.3.1 Calling Card**

4.3.1.1 Calling Card Service is a one-way, dial-in - dial-out multipoint service. Calling Card customers may originate calls from, and terminate calls to every city within the State of South Dakota. Subscribers who originate calls can access the Company via Company provided facilities by dialing an 888 access number. Pricing for both charges and surcharges is applicable. Subscribers may originate calls from either tone generating or rotary phones. Calls originating from rotary phones will be completed with the assistance of operators, and rated as though they were placed as an interstate 800 access "intra-area" Calling Card Call.

4.3.1.2 Calling Card Service may be provided as a Standalone Service or as an Enhanced Service. If a customer subscribes solely to the Credit Card Service the customer will be designated as a Standalone Calling Card Customer. A Customer's minimum monthly bill shall not be less than \$500.00. If a customer chooses Calling Card in conjunction with, or as an enhancement to, his or her existing Company Service, he or she will be designated as an Enhanced Calling Card customer. All calling card calls are rounded to the next higher full minute.

4.4 OPERATOR SERVICES

4.4.1 Operator Services will be offered in accordance with the appropriate rules and regulations as prescribed for "Operator Service Providers", as amended.

4.4.2 Description - Operator Services will be offered to the Company's Customers served from equal access offices, and to users accessing the company's services through public payphones or Customer provided stations. Billing procedures will be established for each Customer.

Operator Service rates will apply to the following types of calls.

- (1) Customer Dialed Calling Card Station - Calls completed without the assistance of a Company operator when the charges are billed to a calling card account entered by the calling party.

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(2) Operator Station - Calls completed with the assistance of a Company operator on a station-to-station basis. Charges may be billed to the customer's calling card account, or to the calling station, called station or a designated third party station.

(3) Person-to-Person - Calls completed with the assistance of a Company operator to a particular person, station, department or PBX extension specified by the calling party. Charges may be billed to the customer's calling card account, or to the calling station, called station or a designated third station.

4.4.3 Usage Charges - The charges for Operator Services will be the usage rates appearing in the Section 6.4.1 plus a per call charge dependent upon the type of operator service provided. In addition, an Operator Dialed Surcharge will apply on a per call basis when the Customer has the capability of dialing all the digits necessary to complete the call, but elects to dial only the operator code and requests the operator to dial the called station. Discounts are available off of the above cited rates based on volume and minimum contractual periods to be determined.

4.5 800 Services

4.5.1 The Company 800 Service is an inbound voice service which permits calls to a customer's station in one location from stations located in other exchanges, and in which the customer is billed for the calls rather than the call originators. All 800 Service type calls are subject to an 18-second minimum initial period and additional 6-second increments. All 800 Service type calls are rounded to the next higher 6-second increment.

4.5.2 The Company reserves the right to require an applicant for the Company 800 Service to supply the following calling pattern information when requesting service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. The Company may also require that a new traffic forecast be submitted by the Customer quarterly after service is initiated.

4.5.3 The Company's 800 Service is furnished upon condition that the Customer contracts for adequate facilities to permit the use of this service without injurious effect upon it or any service rendered by the Company. The Company may terminate or refuse to furnish 800 Service to any applicant, without incurring any liability and without notice to the Customer, if the use of the service would interfere with or impair any service rendered by the Company.

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4. SERVICE DESCRIPTIONS**4.5 800 Services (Cont'd)**

4.5.4 The Customer must obtain an adequate number of access lines for the Company 800 Services to handle the Customer's expected demand in order to prevent interference or impairment of this service or any other service provided by the Company considering: (1) total call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling period. The Company, without incurring any liability and without notice to the Customer, may disconnect or refuse to furnish the Company 800 Service to any Customer that fails to comply with these conditions.

4.5.5 Use of numbers; Each 800 Service telephone number must be placed in actual and substantial use by the Customer. "Substantial use" shall mean a pattern of use that demonstrates an intent on the Customer's part to employ the number for the purpose for which it was intended; namely, to allow callers to reach the Customer, as indicated, for example, by at least 30 average monthly minutes of use or more. Any 800 telephone number associated with the Company 800 Service that has not been placed in actual and substantial use during the first sixty (60) day period after service activation may be redesignated as a spare number in the Company 800 database by the Company upon written notice to the Customer.

4.5.6 If the Customer requests assignment of a specific 800 Service telephone number, the Company may require the Customer to submit a number reservation agreement form to the Company. At no time may a Customer have more than ten (10) numbers reserved. Any reservation shall be for no more than sixty (60) days and shall be subject to a reservation fee which will be credited to Customer's unpaid balance after the Company 800 Service has been in actual and substantial use for a consecutive sixty (60) day period.

4.5.7 Nothing in this Section, or in any other provision of this tariff, or in any marketing materials issued by or on behalf of the Company, shall give any person, including prospective Customers who have reserved 800 telephone number hereunder or Customers who subscribe to and use the Company 800 Service or their transferee or assigns, any ownership interest or proprietary right in any particular 800 number; however, upon placing a number actually and substantially in use, as defined above, the Company 800 Service Customers do have a controlling interest in the 800 number(s). The Company's 800 Service Customer may retain the use of their 800 number assignments, even following changes in their 800 carrier and/or Resp. Org.

Issued: _____

Effective: _____

Issued By: John C. Meyer, President
2060 West Iles, Suite A
Springfield, Illinois 62704

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

4. SERVICE DESCRIPTIONS**4.5 800 Services (Cont'd)**

4.5.8 If a Customer places an order for the Company to carry Customer's already existing 800 number service, the Customer shall provide to the Company the contact names, telephone number and address of the Customer's Responsible Organization (Resp. Org.). Upon subscription to the Company 800 Service, the Customer may execute a Letter of Authorization to transfer Resp. Org. responsibility of its 800 number(s) to the Company Resp. Org. in writing within 48 hours of the change. The Customer is responsible for all outstanding indebtedness for services provided by a previous Resp. Org. or 800 service carrier. The Company assumes no responsibility or liability with respect to any obligations of Customer to such previous service providers existing at the time of transfer to the Company.

4.5.9 In the event that a Customer cancels its 800 service, the Customer may elect to retain the Company's Resp. Org. Where media 800 Service Customer, a charge for Resp. Org. Service will apply as set forth in this Tariff.

4.5.10 It is the Customer's responsibility to provide answer supervision back to the Company point of connection even when the Company 800 Service is connected to switching equipment or a Customer-provided communications system. In such case, the equipment or system must provide appropriate supervision so that the measure of chargeable time begins upon delivery of the call to the Customer's switching equipment or communications system and ends upon termination of the call.

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2060 West Iles, Suite A
Springfield, Illinois 62704

Effective: _____

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

- 4. **SERVICE DESCRIPTIONS** (Cont'd)
 - 4.6 **RESERVED FOR FUTURE USE**

Issued: _____

Issued By: John C. Meyer, President
2060 West Iles, Suite A
Springfield, Illinois 62704

Effective: _____

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

5. **RESERVED FOR FUTURE**

Issued: _____

Issued By: John C. Meyer, President
2060 West Iles, Suite A
Springfield, Illinois 62704

Effective: _____

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

6. SERVICE CHARGES

6.1 MESSAGE TELECOMMUNICATIONS SERVICE

6.1.1 Basic MTS:

6.1.1.1 Usage Charges : Charges are based upon a switchless resale arrangement.

.1 Switched Traffic

a. Rates applicable from 8 a.m. - 5 p.m. weekdays, excluding holidays:

Miles	Initial 18 Seconds	Additional 6 Seconds
0-292	\$0.0573	\$0.0191
293-430	\$0.0633	\$0.0206
431+	\$0.0692	\$0.0228

b. Rates applicable at all other times:

Miles	Initial 18 Seconds	Additional 6 Seconds
0-292	\$0.0458	\$0.0153
293-430	\$0.0506	\$0.0164
431+	\$0.0553	\$0.0182

.2 Dedicated Facilities

a. Rates applicable from 8 a.m. - 5 p.m. weekdays, excluding holidays:

Miles	Initial 18 Seconds	Additional 6 Seconds
0-292	\$0.0386	\$0.0129
293-430	\$0.0415	\$0.0144
431+	\$0.0461	\$0.0166

b. Rates applicable at all other times:

Miles	Initial 18 Seconds	Additional 6 Seconds
0-292	\$0.0290	\$0.0097
293-430	\$0.0311	\$0.0108
431+	\$0.0347	\$0.0125

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Issued By: John C. Meyer, President
2060 West Hes, Suite A
Springfield, Illinois 62704

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

6. **SERVICE CHARGES** (Cont'd)

6.2 **RESERVED FOR FUTURE USE**

Issued: _____

Issued By: John C. Meyer, President
2060 West Iles, Suite A
Springfield, Illinois 62704

Effective: _____

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

6. **SERVICE CHARGES** (Cont'd)6.3 **CALLING CARD**6.3.1 **Usage Charges.**a. **Per Minute Rates**

	<u>Day</u>		<u>Evening</u>		<u>Night/Weekend</u>	
	<u>1st</u> <u>Minute</u>	<u>Add'l</u> <u>Minute</u>	<u>1st</u> <u>Minute</u>	<u>Add'l</u> <u>Minute</u>	<u>1st</u> <u>Minute</u>	<u>Add'l</u> <u>Minute</u>
Mileage						
1-10	\$0.29	0.1782	0.23	0.1426	0.17	0.1069
11-16	\$0.37	0.198	0.294	0.1584	0.218	0.1188
17-22	\$0.38	0.2178	0.302	0.1742	0.224	0.1307
23-30	\$0.42	0.2376	0.334	0.1901	0.248	0.1426
31-40	\$0.44	0.2574	0.35	0.2059	0.26	0.1544
41-55	\$0.47	0.2871	0.374	0.2297	0.278	0.1722
56-85	\$0.50	0.3168	0.398	0.2534	0.296	0.1901
86-124	\$0.52	0.3366	0.414	0.2693	0.308	0.202
125-244	\$0.53	0.3564	0.422	0.2851	0.314	0.2138
245 +	\$0.54	0.3762	0.43	0.301	0.32	0.2257

b. **Calling Card Locations**

Calls originating within the State of South Dakota

c. **Optional Features**

Authorization Codes (14 Digit)	No Charge
Call Records on Magnetic Tape	\$100/Account
Surcharge based on Origination and Termination Location	\$.25 - \$1.25/call

d. **Non-Recurring Charges**

Set-up Charges:	
Call Records on Magnetic Tape	\$500/Account

Issued: _____

Effective: _____

Issued By: John C. Meyer, President
2060 West Iles, Suite A
Springfield, Illinois 62704

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

6. **SERVICE CHARGES** (Cont'd)

6.4 OPERATOR SERVICES

6.4.1 Usage Charges.

a. Per Minute Rates

Mileage	Day		Evening		Night/Weekend	
	1st Minute	Add'l Minute	1st Minute	Add'l Minute	1st Minute	Add'l Minute
1-10	\$0.29	0.1782	0.23	0.1426	0.17	0.1069
11-16	\$0.37	0.198	0.294	0.1584	0.218	0.1188
17-22	\$0.38	0.2178	0.302	0.1742	0.224	0.1307
23-30	\$0.42	0.2376	0.334	0.1901	0.248	0.1426
31-40	\$0.44	0.2574	0.35	0.2059	0.26	0.1544
41-55	\$0.47	0.2871	0.374	0.2297	0.278	0.1722
56-85	\$0.50	0.3168	0.398	0.2534	0.296	0.1901
86-124	\$0.52	0.3366	0.414	0.2693	0.308	0.202
125-244	\$0.53	0.3564	0.422	0.2851	0.314	0.2138
245 +	\$0.54	0.3762	0.43	0.301	0.32	0.2257

b. Per Call Charges

Station to Station	\$2.50
Person-to-Person	\$3.50
Operator Dialed	\$1.00
Local Exchange Carrier Card	\$0.80

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2060 West Iles, Suite A
Springfield, Illinois 62704

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

6. **SERVICE CHARGES** (Cont'd)6.5 **800 SERVICES**6.5.1 **Usage Charges**

Per Minute of Use Charges

Peak	\$.2274
Off-Peak	\$.2274

6.6 **DIRECTORY ASSISTANCE**6.5.1 **Usage Charges**

Directory Assistance	\$0.44
----------------------	--------

Issued: _____

Issued By: John C. Meyer, President
2060 West Iles, Suite A
Springfield, Illinois 62704

Effective: _____

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

Associated Network Partners, :
 Inc. :
 :
 Application for a Certificate : 95-0608
 of Service Authority to resell :
 interexchange telecommunica- :
 tions services within the :
 State of Illinois and for a :
 Certificate of Interexchange :
 Service Authority within the :
 State of Illinois. :

ORDER

By the Commission:

On December 5, 1995, Associated Network Partners, Inc. ("ANPI" or "Applicant") filed an application for a Certificate of Service Authority to provide resold interexchange telecommunications services pursuant to Section 13-404 of the Public Utilities Act ("Act") and for a Certificate of Interexchange Service Authority pursuant to Section 13-403 of the Act.

Pursuant to notice as required by law and the rules and regulations of the Commission, this matter came on for hearing before a duly authorized Hearing Examiner at the Commission's offices in Springfield, Illinois on January 8, 1996. Appearances were entered by counsel on behalf of Applicant and by a member of the Telecommunications Department of the Commission's Public Utilities Division ("Staff"). David H. Lewis, Midwest Regional Manager for GVNW, a management consulting firm retained by Applicant that specializes in providing services to independent telephone companies, testified in support of the application. At the conclusion of the hearing on January 8, 1996, the record was marked "Heard and Taken."

Mr. Lewis testified that ANPI is a recently formed Illinois corporation whose shareholders presently consist of affiliates of more than 20 Illinois independent telephone companies. Mr. Lewis testified that ANPI has been formed by those companies to function primarily as a "buyer's club" to aggregate minutes of use. Mr. Lewis testified that by ANPI aggregating minutes of use, more favorable rates and terms can be obtained from interexchange carriers who insist upon dealing with one entity. ANPI anticipates entering into agreements with an interexchange carrier and will flow through the benefits and obligations of those arrangements to the individual companies who are shareholders of ANPI and to other companies who may enter into business arrangements with ANPI. Mr. Lewis testified that the

contemplated agreements with interexchange carriers require ANPI to obtain the requisite Certificates of Service Authority from the Commission. While ANPI plans to initially provide services on a switchless resale basis, it may, in the future, provide service on a facilities basis, as well.

Applicant has presented evidence which demonstrates that it has the necessary managerial, technical and financial ability to provide the services it seeks to provide. Mr. Lewis testified that the telephone company affiliates who are shareholders of ANPI have each contributed or committed to contribute \$5,000 each to meet the initial organizational and business developmental expenses of Applicant. Mr. Lewis testified that once an agreement is entered into with an interexchange carrier, ANPI will enter into Participation Agreements with its shareholders, which will flow through the benefits and obligations of the Agreement to the shareholders. All of the existing shareholders are affiliates of independent telephone companies and are companies who will hold Certificates of Service Authority from this Commission and be subject to its regulation.

Mr. Lewis testified that ANPI's Board of Directors and Executive Committee consists of individuals, each of whom are officers, managers or employees of Illinois independent telephone companies or their affiliates who have long-standing experience in the provision of telecommunications services in the State of Illinois. Mr. Lewis testified that ANPI would also retain the services of outside consultants to initially fulfill administrative functions and provide technical support to Applicant.

Applicant has requested that the Commission make certain declarations and grant certain waivers of the requirements of the Act and from the rules and regulations of the Commission. Applicant is required to file a tariff with the Commission under Section 13-501 of the Act describing the nature of its service, the applicable rates and charges and the terms and conditions of the service provided.

The services Applicant proposes to provide will be competitive telecommunications services as described in Section 13-502(b) of the Act. If Applicant files the required tariff in compliance with Section 13-502(e) and the rules adopted thereunder in 83 Ill. Adm. Code 745, many of the provisions of the Act, as well as regulations adopted by the Commission in 83 Ill. Adm. Code, will be inapplicable to Applicant.

ANPI asks that the Commission either waive application or confirm the inapplicability of 83 Ill. Adm. Code 220, 240, 285, 300, 305, 705, 710, 720, 725, 730 and 735 in order not to place

it at a competitive disadvantage and to reduce the economic burden of regulation.

The Commission, having reviewed the entire record and being fully advised in the premises, is of the opinion and finds that:

- (1) Associated Network Partners, Inc. is seeking a Certificate of Service Authority and a Certificate of Interexchange Service Authority within the State of Illinois, and, as such, seeks to become a telecommunications carrier within the meaning of Section 13-202 of the Act;
- (2) the Commission has jurisdiction over the Applicant and subject matter herein;
- (3) as required by Section 13-404 and Section 13-403 of the Act, Applicant possesses sufficient technical, financial, and managerial resources and abilities to provide resold interexchange telecommunications services and to provide interexchange telecommunications services within the State of Illinois;
- (4) Applicant should file with the Commission a tariff consisting of its rates, rules and regulations, in accordance with Sections 13-501 and 13-502 of the Act to be effective upon proper filing, before commencing service;
- (5) based on the evidence presented herein, the services Applicant proposes to offer are competitive telecommunications services as defined in Section 13-209 of the Act; to the extent that Applicant files rates and tariffs with the Commission that comply with the filing requirements for competitive services under 83 Ill. Adm. Code 745, the following provisions of 83 Ill. Adm. Code will be inapplicable to Applicant: Parts 220, 240, 285, 300, 305, 705, 720, 725 and 730; pursuant to Section 13-402 of the Act, a waiver should be granted to Applicant of Parts 710 and 735 of 83 Ill. Adm. Code; such waiver will reduce the economic burden of regulation and is not inconsistent with the Act or purposes of Article XIII.

IT IS THEREFORE ORDERED by the Illinois Commerce Commission that Associated Network Partners, Inc. is hereby granted a Certificate of Service Authority for the resale of interexchange telecommunications service and a Certificate of Interexchange Service Authority.

IT IS FURTHER ORDERED that the Certificate of Service Authority herein granted shall be the following:

CERTIFICATE OF SERVICE AUTHORITY

IT IS HEREBY CERTIFIED that Associated Network Partners, Inc. is authorized to provide resold interexchange telecommunications services within the State of Illinois.

IT IS FURTHER ORDERED that the Certificate of Interexchange Service Authority herein granted shall be the following:

CERTIFICATE OF INTEREXCHANGE SERVICE AUTHORITY

IT IS HEREBY CERTIFIED that Associated Network Partners, Inc. is authorized to provide interexchange telecommunications services within the State of Illinois.

IT IS FURTHER ORDERED that Applicant shall file with this Commission a tariff consisting of its rates, rules and regulations, to be effective upon proper filing, before commencing service.

IT IS FURTHER ORDERED that 83 Ill. Adm. Code 220, 240, 285, 300, 305, 705, 710, 720, 725, 730 and 735 are waived or are inapplicable with respect to Associated Network Partners, Inc.

IT IS FURTHER ORDERED that subject to the provisions of Section 10-113 of the Public Utilities Act and 83 Ill. Adm. Code 200.880, this Order is final; it is not subject to the Administrative Review Law.

By order of the Commission this 22nd day of February, 1996.

(SIGNED) Dan Miller
Chairman

(S E A L)

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
CERTIFICATE

Re: 95-0608

I, DONNA M. CATON, do hereby certify that I am Chief Clerk of the Illinois Commerce Commission of the State of Illinois and keeper of the records and seal of said Commission with respect to all matters except those governed by Chapters 18a and 18c of The Illinois Vehicle Code.

I further certify that the above and foregoing is a true, correct and complete copy of order made and entered of record by said Commission on February 22, 1996.

Given under my hand and seal of said Illinois Commerce Commission at Springfield, Illinois, on February 23, 1996.

Donna M. Caton
Chief Clerk



South Dakota Public Utilities Commission

State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070



VIA FAX: 217-352-1083

April 28, 1997

Mr. Matt C. Deering
Meyer, Capel, Hirschfeld, Muncy,
Jahn & Aldeen, P.C.
P. O. Box 6750
Champaign, IL 61826-6750

RE: APPLICATION FOR CERTIFICATE OF AUTHORITY
Associated Network Partners, Inc.

Dear Mr. Deering:

We received your Application for a Certificate of Authority to operate as a telecommunications company in the State of South Dakota. Pursuant to SDCL 49-31-3, telecommunication companies shall submit a \$250 application fee when filing:

SDCL 49-31-3: Each telecommunications company shall file an application for a certificate of authority with the commission no less than sixty days prior to initiating any telecommunications service in this state. Each telecommunications company shall submit a two hundred fifty dollar application fee with its application which shall be deposited into the gross receipts tax fund established pursuant to § 49-1A-2.

We cannot take any action on your application until we receive the applicable fee.

Thank you for your cooperation in this matter.

Sincerely,

Delaine Koibo
Legal Secretary

Capitol Office
Telephone (605)773-3201
FAX (605)773-3809

Transportation/
Warehouse Division
Telephone (605)773-5280
FAX (605)773-3225

Consumer Hotline
1-800-332-1782

TTY Through
Relay South Dakota
1-800-877-1113

Internet
bill@puc.state.sd.us

Jim Burg
Chairman
Pam Nelson
Vice-Chairman
Laska Schoenfelder
Commissioner

William Bullard Jr.
Executive Director

Edward R. Anderson
Harlan Best
Martin C. Bettmann
Charlie Bolle
Sue Cichos
Karen E. Cremer
Marlette Fischbach
Shirleen Fugitt
Lewin Hammond
Leri Healy
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Dave Jacobson
Bob Knaale
Delaine Koibo
Terri J. Lesmeister
Jeffrey P. Lorenson
Terry Norum
Gregory A. Risalos
Tammi Stangoth
Steven M. Winters
Rosalyn Aults Wiest

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PATRICK T. FITZGERALD
TODD J. BLACK
MARK P. MILLER
JOSEPH D. MURPHY
NEIL R. RAFFERTY
JAMES M. MULLADY



LAW OFFICES OF

MEYER, CAPEL, HIRSCHFELD, MUNCY, JAHN & ALDEEN, P.C.

217/352-1800
FAX: 217/352-1083
<http://www.meyercafel.com>

WILLIAM B. MOORE
ADAM B. HIRSCHFELD
PATRICIA L. GRUBER
ROCHELLE A. FUNDERBURG
EVAN D. COOBS
MATT C. DEERING
JEFFREY M. DAVIS
PAUL V. MCCORD

OF COUNSEL
AUGUST C. MEYER, JR.
RICHARD J. WINKEL, JR.

April 28, 1997

JAMES I. CAPEL, JR. (1935-1991)

VIA FEDERAL EXPRESS

South Dakota Public Utilities Commission
Attention Ms. Delaine Kolbo
500 E. Capitol Avenue
Pierre, SD 57501

Re Associated Network Partners, Inc.

Dear Ms. Kolbo:

Thank you for your letter (sent by facsimile) of April 28, 1997 concerning the filing fee which was inadvertently omitted from the Application for Certificate of Authority for the above referenced company. Enclosed, please find a check for two hundred fifty dollars (\$250.00) representing such filing fee.

I appreciate your assistance in this matter. If you have any other questions or concerns regarding Associated Network Partners, Inc.'s Application, please do not hesitate to contact me directly.

Sincerely,

Matt C. Deering

MCD/

Enclosures

RECEIVED
APR 29 1997
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

South Dakota
Public Utilities Commission
State Capitol 500 E. Capitol
Pierre, SD 57501-5070
Phone: (800) 332-1782
Fax: (605) 773-3809

TELECOMMUNICATIONS SERVICE FILINGS

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

04/25/97 through 05/01/97

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
PETITION FOR ARBITRATION			
TC97-045	Sprint Communications Company L.P. petitions the Commission for arbitration of the unresolved issues in the interconnection negotiations between Sprint and U S WEST Communications.	04/25/97	05/15/97
REQUEST FOR CERTIFICATE OF AUTHORITY			
TC97-046	Application by Rapid City's Red Phone Book for a Certificate of Authority to operate as a telecommunications company within the state of South Dakota. (Staff: TS/CH) "The applicant will negotiate with incumbent local exchange service providers in order to resell local exchange service. When this has been completed a detailed statement will be provided to the public utilities commission."	04/29/97	05/16/97
TC97-047	Application by Easton Telecom Services, Inc. for a Certificate of Authority to operate as a telecommunications company within the state of South Dakota. (Staff: TS/KC) "Applicant intends to provide local exchange service on a resale basis. The specific manner in which Applicant will provide local exchange service depends upon the result of negotiations with the incumbent local exchange carriers currently operating within the State."	04/29/97	05/16/97
TC97-048	Application by Associated Network Partner, Inc. for a Certificate of Authority to operate as a telecommunications company within the state of South Dakota. (Staff: DJ/CH) "ANPI requests authorization to resell intraLATA and interLATA, intrastate, WATS and MTS type long distance services to retail providers, who will in turn resell those services to the public, in equal access areas throughout the state."	04/29/97	05/16/97
NONCOMPETITIVE TARIFF FILING			

TC97-049	Application by U S WEST Communications to reflect the second phase of increases to the residential and business lines as agreed to in Docket TC94-121. (Staff: HB/KC) "Specifically the changes are as follows: 1) Increases the residential rate by \$2.10, with the exception of Rate Group 1, which reached the price ceiling of \$19.35. The \$2.10 includes the \$.60 agreed upon for the second portion of the Touchtone fold-in. 2) Increases the business lines and trunks by \$.90 to reflect the second half of the Touchtone fold-in, to a price ceiling of \$38.40 for the one-party flat business. [T]he monthly rate for the semi-public phones [is also increased] by \$.90 to reflect the second portion of the Touchtone fold-in. U S WEST Communications is requesting an effective date of August 12, 1997."	04/30/97	05/16/97
----------	--	----------	----------

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 Norum at terryn@pub.state.sd.us. Faxing the address to the Commission at 605-773-3809.

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

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

ORDER GRANTING
CERTIFICATE OF
AUTHORITY

TC97-048

On April 28, 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 Associated Network Partners, Inc. (ANPI).

ANPI requested authority to resell intraLATA and interLATA, intrastate WATS and MTS long distance services to retail providers who will resell them throughout South Dakota. ANPI proposes to operate as a switchless reseller. A proposed tariff was filed by ANPI. The Commission has classified long distance service as fully competitive.

On May 1, 1997, the Commission electronically transmitted notice of the filing and the intervention deadline of May 16, 1997, to interested individuals and entities. No petitions to intervene or comments were filed and at its regularly scheduled October 9, 1997, meeting, the Commission considered ANPI's request for a certificate of authority. Commission Staff recommended granting a certificate of authority.

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 ANPI has met the legal requirements established for the granting of a certificate of authority. ANPI 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 ANPI's application for a certificate of authority. As the Commission's final decision in this matter, it is therefore

ORDERED, that ANPI's application for a certificate of authority is hereby granted. It is

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

Dated at Pierre, South Dakota, this 17th day of October, 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 Alexander Keels

Date 10/20/97

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner

000. 01. 04-0

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

CERTIFICATE OF AUTHORITY

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

Authority was Granted October 9, 1997
Docket No. TC97-048

This is to certify that

ASSOCIATED NETWORK 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 17th day of October, 1997

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**



James A. Burg

JAMES A. BURG, Chairman

Pam Nelson

PAM NELSON, Commissioner

Laska Schoenfelder

LASKA SCHOENFELDER, Commissioner