



TC98-119

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Attorney At Law  
6455 East Johns Crossing  
Suite 285  
Duluth, Georgia 30097

RECEIVED

JUN 22 1998

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION  
Telephone: (770) 232-9200  
Facsimile: (770) 232-9208

Also Admitted in New York  
and Maryland

June 19, 1998

**VIA AIRBORNE EXPRESS**

Mr. William Bullard  
Executive Director  
South Dakota Public Utilities Commission  
500 East Capitol Avenue  
Pierre, SD 57501-5070  
(605) 773-3201

Re: Eagle Telecom, Inc.

Dear Mr. Bullard:

Enclosed please find one original and ten (10) copies of Eagle Telecom, Inc.'s Application for Registration of a Telecommunications Company.


Please note that Exhibit A, the Certificate of Authority from the Secretary of State, is not attached. We have applied for the certificate and will forward a copy to the commission upon receipt.

In order to expedite the processing of this application, I would like to suggest that all requests for information by the analyst be made by either telephone or facsimile. I will make every effort to respond on the day of the request.

I have also enclosed a check in the amount of \$250.00 payable to the "South Dakota Public Utilities Commission" for the filing fee, and an extra copy of this cover letter to be date stamped and returned to me in the enclosed self-addressed prepaid envelope.

If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me.

Respectfully submitted,

  
Lance J.M. Steinhart  
Attorney for Eagle Telecom, Inc.

Enclosures  
cc: Frank Squilla

APPLICATION FOR REGISTRATION  
OF EAGLE TELECOM INC.  
FILED WITH THE  
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE )  
APPLICATION OF )  
EAGLE TELECOM INC. )  
FOR AN ORDER ) Docket No. \_\_\_\_\_  
AUTHORIZING THE REGISTRATION )  
OF APPLICANT AS A )  
TELECOMMUNICATIONS COMPANY )

**APPLICATION**

Application is hereby made to the South Dakota Public Utilities Commission for an Order authorizing Eagle Telecom Inc. ("Applicant") to register as a telecommunications company within the State of South Dakota. The following information is furnished in support thereof:

1. Name, Address and Telephone Number of Applicant

Eagle Telecom Inc.  
614 South 8th Street, Suite 335  
Philadelphia, Pennsylvania 19147  
(215) 755-3135

The Applicant will provide services under the name Eagle Telecom Inc.

All inquiries regarding regulatory matters should be addressed to:

Lance J.M. Steinhart, Esq.  
6455 East Johns Crossing, Suite 285  
Duluth, Georgia 30097  
(770) 232-9200  
(770) 232-9208 (Fax)

All inquiries regarding complaints against the company should be addressed to:

Mohammad Khursheed  
614 South 8th Street, Suite 335  
Philadelphia, Pennsylvania 19147  
(800) 207-2915

**2. Registered Agent**

The name and address of the Applicant's registered agent are:

National Registered Agents, Inc.  
300 South Phillips Avenue, Ste. 300  
Sioux Falls, SD 57102

**3. Description of the Applicant**

Applicant was incorporated in the State of Nevada on May 5, 1998. Its duration is perpetual. Applicant has applied for authority to transact business as a foreign corporation in the State of South Dakota and will file a copy of its Certificate of Authority as Exhibit A upon receipt. A copy of the Applicant's Articles of Incorporation is attached as Exhibit B hereto.

**4. Facilities**

Applicant does not own or maintain any transmission facilities or switching equipment in the State of South Dakota. The Applicant will provide services through Telehub Network Services, its underlying carrier.

5. Stockholders

The names and addresses of all 5% or greater stockholders of Applicant are as follows:

Name and Address	Shares Owned	Percentage of all Shares Issued and Outstanding and Voting Control
Frank A. Squilla 614 South 8th Street, Suite 335 Philadelphia, Pennsylvania 19147	631	33.3%
Ronald McKay 614 South 8th Street, Suite 335 Philadelphia, Pennsylvania 19147	631	33.3%
Ron Jaworski 614 South 8th Street, Suite 335 Philadelphia, Pennsylvania 19147	631	33.3%

6. Officers and Directors

The name and address of the officers and directors of Applicant are as follows:

OFFICERS/DIRECTORS:

Ronald B. McKay	President/Director
Ron Jaworski	Chief Executive Officer/Director
Francis A. Squilla	Vice President, Secretary/Director

All of the above officers can be reached at Eagle Telecom Inc., 614 South 8th Street, Suite 335, Philadelphia, Pennsylvania 19147, (215) 755-3135.

7. Corporate Ownership

The name and address of any corporation, association or similar organization holding a five percent (5%) or greater ownership in the Applicant is as follows:

None.

8. Subsidiaries owned or controlled by Applicant

None

9. Description of Services

Applicant is a reseller which intends to offer 1+ direct dialing, 800/888 toll free, travel card and prepaid calling card service through the resale of telephone services provided by facilities-based interexchange carriers. As a reseller, Applicant has no points of presence in the State of South Dakota, thus Applicant neither owns, leases, nor operates any switching, transmission, or other physical facilities in the State of South Dakota, and no such facilities will be used by Applicant in providing service in the State of South Dakota. Rather, Applicant will be engaged in reselling services provided by facilities-based carriers within the State of South Dakota. Upon receiving certification, Applicant intends to provide services throughout the State of South Dakota.

Applicant intends to provide these services to customers on a jurisdictionally interstate basis subject to the FCC's jurisdiction and Applicant intends to provide these services on jurisdictionally intrastate basis pursuant to certification, registration or tariff requirements, or on an unregulated basis,

in all fifty states except Alaska, subject to the jurisdiction of various public service and utilities commissions. Applicant is currently in the process of obtaining all required authorizations from the PCC and the state regulatory agencies. Applicant is currently authorized to provide service in Colorado, Iowa, Michigan, Montana, New Jersey, Pennsylvania, Texas, Utah, Virginia, and Wyoming. The Applicant has never been denied registration or certification in any state.

Applicant intends to provide high quality service, with an industry standard blocking rate less than P.01. Its services will be available on a full-time basis, twenty-four hours a day, seven days a week, to customers within the geographic boundaries of the State of South Dakota.

**11. Customer Billings and Customer Service**

The Applicant's customers will be direct billed utilizing services of Billing Concepts and customers will be LEC billed through arrangements with US Billing. Applicant's toll-free number will be on all invoices and customer service will be provided in-house by the Applicant.

**12. Description of Marketing**

Applicant intends to market its services to primarily to small to mid-sized businesses and residential customers. Applicant's initial target market will be the Eastern United States. All sales personnel will have telecommunications service experience. Applicant will market through direct sales in the form of telemarketing, through affinity groups and casual calling. Applicant does not intend to engage in multilevel marketing. No marketing materials are available at this time.

**11. Financial Qualifications**

Applicant is financially qualified to provide intrastate interexchange telecommunications services within South Dakota. In particular, Applicant has adequate access to the capital necessary to fulfill any obligations it may undertake with respect to the provision of intrastate telecommunications services in the State of South Dakota. See Exhibit C which is attached hereto, Applicant's Balance Sheet as of June 17, 1998 which demonstrates that Applicant has the financial ability to provide the services that it proposes to offer.

**12. Tariff**

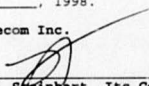
A copy of Applicant's proposed tariff is attached as Exhibit D hereto.



**WHEREFORE**, the undersigned Applicant requests that the South Dakota Public Utilities Commission enter an order granting this application.

DATED this 19<sup>th</sup> day of June, 1998.

Eagle Telecom Inc.

By:   
Lance J.M. Steinhart, Its Counsel

6455 East Johns Crossing  
Suite 285  
Duluth, Georgia 30097  
(770) 232-9200

STATE OF New Jersey

COUNTY OF Camden

Ronald B. McKay, being first duly sworn, deposes and says that he is the President of Eagle Telecom Inc., the Applicant in the proceeding entitled above, that he has read the foregoing application and knows the contents thereof; that the same are true of his knowledge, except as to matters which are therein stated on information or belief, and to those matters he believes them to be true.

Ronald B. McKay  
Ronald B. McKay

Subscribed and sworn to before this 10 day of Jan., 1998.

Geraldine P. Shaw  
Notary Public

My Commission expires: \_\_\_\_\_

GERALDINE P. SHAW  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Aug. 5, 1998

LIST OF EXHIBITS

- A - CERTIFICATE OF AUTHORITY
- B - ARTICLES OF INCORPORATION
- C - FINANCIAL INFORMATION
- D - PROPOSED TARIFF

EXHIBIT A - CERTIFICATE OF AUTHORITY

EXHIBIT B - ARTICLES OF INCORPORATION

# SECRETARY OF STATE



## CORPORATE CHARTER

I, DEAN HELLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that **EAGLE TELECOM, INC.** did on **May 5, 1998**, file in this office the original Articles of Incorporation; that said Articles are now on file and of record in the office of the Secretary of State of the State of Nevada, and further, that said Articles contain all the provisions required by the law of said State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office, in Carson City, Nevada, on **May 6, 1998**.

*Dean Heller*

Secretary of State

By

*Angela Branstetter*

Certification Clerk



**FILED**  
IN THE OFFICE OF THE  
SECRETARY OF STATE OF THE  
STATE OF NEVADA

ARTICLES OF INCORPORATION

MAY 05 1990

OF

No. C103100-98

EAGLE TELECOM, INC.

*John Hill*  
DEAN HELLER, SECRETARY OF STATE

FIRST: The name of this corporation is:

EAGLE TELECOM, INC.

SECOND: Its principal office in the State of Nevada is located at 502 East John Street, Carson City, Nevada, 89706. The name and address of its resident agent is CSC Services of Nevada, Inc., at the above address.

THIRD: The nature of the business or objects or purposes proposed may be organized under the General Corporation Law of the State of Nevada;

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Nevada.

FOURTH: The total authorized capital stock of the corporation is 2,500 shares of common stock with no par value.

FIFTH: The governing board of this corporation shall be known as directors, and the number of directors may from time to time be increased or decreased in such manner as shall be provided in the by-laws of this corporation, provided that the number of directors shall not be reduced less than one unless there is less than one stockholder.

The name and post office address of the first board of directors, which shall be one in number, is as follows:

NAME	POST OFFICE ADDRESS
Ron Jaworski	146 Lakeview Drive, Suite 203, Gibbsboro, NJ 08026

SIXTH: The capital stock, after the amount of the subscription price, or par value, has been paid in, shall not be subject to assessment to pay the debts of the corporation.

SEVENTH: The name and post office address of the incorporator signing the articles of incorporation is as follows:

NAME	POST OFFICE ADDRESS
Lamont W. Jones	1013 Centre Road Wilmington, DE 19805

EIGHTH: The corporation is to have perpetual existence.

NINTH: In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized, subject to the by-laws, if any, adopted by the shareholders, to make, alter or amend the by-laws of the corporation.

TENTH: Meetings of stockholders may be held outside of the State of Nevada at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation.

ELEVENTH: This corporation reserves the right to amend, alter, change or repeal any provision contained in the articles of incorporation, in the manner now or hereafter prescribed, and all rights conferred upon stockholders herein are granted subject to this reservation.

I, THE UNDERSIGNED, being the sole incorporator herein before named for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Nevada, do make and file these articles of incorporation, hereby declaring and certifying that the facts herein stated are true, and accordingly have hereunto set my hand this twenty-fourth day of April, A.D. 1998.

  
Lamont W. Jones, Incorporator



STATE OF DELAWARE )  
 ) SS  
COUNTY OF NEW CASTLE )

On this twenty-fourth day of April, A.D., 1998, before me a Notary Public, personally appeared, Lamont W. Jones, who severally acknowledged that he/she executed the above instrument.

Lisa G. Mulligan  
Notary Public



CERTIFICATE OF ACCEPTANCE

OF

APPOINTMENT OF RESIDENT AGENT

I, Lisa G. Mulligan, Authorized Representative, on behalf of CBC Services of Nevada, Inc. hereby accepts appointment as Resident Agent of the above-named corporation.

Lamont W. Jones  
Authorized Representative

April 24, 1998

EXHIBIT C - FINANCIAL INFORMATION

06/17/98 at 03:10PM

EAGLE TELECOM, INC.  
BALANCE SHEET  
JUNE 17, 1998ASSETS  
-----

## CURRENT ASSETS:

Checking account	\$	55,000.00	
Subscription receivable		250,000.00	
		-----	
TOTAL CURRENT ASSETS	\$	305,000.00	
		-----	
TOTAL ASSETS	\$		305,000.00
			-----

LIABILITIES AND EQUITY  
-----

## EQUITY:

Paid in capital	\$	305,000.00	
		-----	
TOTAL EQUITY	\$	305,000.00	
		-----	
TOTAL LIABILITIES AND EQUITY	\$		305,000.00
			-----

EXHIBIT D - PROPOSED TARIFF

EAGLE TELECOM, INC.

ORIGINAL SHEET 1  
SOUTH DAKOTA PUC TARIFF NO. 1  
TELECOMMUNICATIONS SERVICES TARIFF

TITLE SHEET

SOUTH DAKOTA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Eagle Telecom, Inc. ("Eagle"), with principal offices at 614 South 8th Street, Suite 335, Philadelphia, Pennsylvania 19147. This tariff applies for services furnished within the State of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

ISSUED: June 22, 1998  
ISSUED BY:

Ronald B. McKay  
614 South 8th Street, Suite 335  
Philadelphia, Pennsylvania 19147

EFFECTIVE: , 1998

EAGLE TELECOM, INC.

ORIGINAL SHEET 2

SOUTH DAKOTA PUC TARIFF NO. 1

TELECOMMUNICATIONS SERVICES TARIFF

RESERVED FOR FUTURE USE

ISSUED: June 22, 1998

EFFECTIVE: , 1998

ISSUED BY:

Ronald B. McKay

614 South 8th Street, Suite 335  
Philadelphia, Pennsylvania 19147

EAGLE TELECOM, INC.

ORIGINAL SHEET 3  
SOUTH DAKOTA PUC TARIFF NO. 1  
TELECOMMUNICATIONS SERVICES TARIFF

CHECK SHEET

Sheets 1 through 30 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

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

\* New or Revised Sheet

ISSUED: June 22, 1998

EFFECTIVE: , 1998

ISSUED BY:

Ronald B. McKay  
614 South 8th Street, Suite 335  
Philadelphia, Pennsylvania 19147

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EFFECTIVE: , 1998

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614 South 8th Street, Suite 335  
Philadelphia, Pennsylvania 19147



TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

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

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

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

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EFFECTIVE: , 1998

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614 South 8th Street, Suite 335  
Philadelphia, Pennsylvania 19147

TELECOMMUNICATIONS SERVICES TARIFF

SYMBOLS

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

- (C) to signify change in regulation
- (D) to signify a deletion
- (I) to signify a rate increase
- (L) to signify material relocated in the tariff
- (N) to signify a new rate or regulation
- (R) to signify a rate reduction
- (T) to signify a change in text, but no change in rate or regulation

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EFFECTIVE: , 1998

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614 South 8th Street, Suite 335  
Philadelphia, Pennsylvania 19147

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Eagle's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Eagle to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the South Dakota Public Utilities Commission.

Customer - The person, firm, corporation or other legal entity which orders the services of Eagle and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Company or Eagle - Used throughout this tariff to mean Eagle Telecom, Inc., a Nevada Corporation.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

Prepaid Account - An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

Prepaid Calling Card - A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

EAGLE TELECOM, INC.

ORIGINAL SHEET 8

SOUTH DAKOTA PUC TARIFF NO. 1

**TELECOMMUNICATIONS SERVICES TARIFF**

Telecom Unit - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of South Dakota.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

ISSUED: June 22, 1998

EFFECTIVE: , 1998

ISSUED BY:

Ronald B. McKay

614 South 8th Street, Suite 335  
Philadelphia, Pennsylvania 19147

SECTION 2 - RULES AND REGULATIONS2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Eagle for telecommunications service points within the State of South Dakota. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers. The Company may examine the credit profile/record of any applicant prior to accepting the service order. The service application shall not in itself obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement. The Company does not own any switching, transmission or other physical facilities in South Dakota.

ISSUED: June 22, 1998  
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Ronald B. McKay  
614 South 8th Street, Suite 335  
Philadelphia, Pennsylvania 19147

EFFECTIVE: , 1998

TELECOMMUNICATIONS SERVICES TARIFF

- 2.1.1 The services provided by Eagle are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by Eagle and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of Eagle.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

**2.2 Use of Services**

- 2.2.1 Eagle's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of Eagle's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

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Ronald B. McKay  
614 South 8th Street, Suite 335  
Philadelphia, Pennsylvania 19147

EFFECTIVE: , 1998

TELECOMMUNICATIONS SERVICES TARIFF

- 2.2.3 The use of Eagle's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Eagle's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 Eagle does not transmit messages, but the services may be used for that purpose.
- 2.2.6 Eagle's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

**2.3 Liability of the Company**

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

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Ronald B. McKay

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Philadelphia, Pennsylvania 19147

TELECOMMUNICATIONS SERVICES TARIFF

- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

ISSUED: June 22, 1998  
ISSUED BY:

Ronald B. McKay  
614 South 8th Street, Suite 335  
Philadelphia, Pennsylvania 19147

EFFECTIVE: , 1998



- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**2.4 Responsibilities of the Customer**

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Eagle on the Customer's behalf.
- 2.4.3 If required for the provision of Eagle's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Eagle.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to Eagle and the Customer when required for Eagle personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of Eagle's services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of Eagle's equipment to be maintained within the range normally provided for the operation of microcomputers.

ISSUED: June 22, 1998  
ISSUED BY:

Ronald B. McKay  
614 South 8th Street, Suite 335  
Philadelphia, Pennsylvania 19147

EFFECTIVE: , 1998

TELECOMMUNICATIONS SERVICES TARIFF

- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with Eagle's facilities or services, that the signals emitted into Eagle's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Eagle will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Eagle equipment, personnel or the quality of service to other Customers, Eagle may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Eagle may, upon written notice, terminate the Customer's service.
- 2.4.7 The Customer must pay Eagle for replacement or repair of damage to the equipment or facilities of Eagle caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any Eagle equipment installed at Customer's premises.
- 2.4.9 If Eagle installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.

ISSUED: June 22, 1998

EFFECTIVE: , 1998

ISSUED BY:

Ronald B. McKay  
614 South 8th Street, Suite 335  
Philadelphia, Pennsylvania 19147

TELECOMMUNICATIONS SERVICES TARIFF

- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

**2.5 Cancellation or Interruption of Services**

- 2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, Eagle may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
- 2.5.1.A For nonpayment of any sum due Eagle for more than thirty (30) days after issuance of the bill for the amount due,
  - 2.5.1.B For violation of any of the provisions of this tariff,
  - 2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over Eagle's services, or
  - 2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Eagle from furnishing its services.

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EFFECTIVE: , 1998

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Ronald B. McKay  
614 South 8th Street, Suite 335  
Philadelphia, Pennsylvania 19147

TELECOMMUNICATIONS SERVICES TARIFF

- 2.5.2 Without incurring liability, Eagle may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Eagle's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3 Service may be discontinued by Eagle without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when Eagle deems it necessary to take such action to prevent unlawful use of its service. Eagle will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4 The Customer may terminate service upon thirty (30) days written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

ISSUED: June 22, 1998

EFFECTIVE: , 1998

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614 South 8th Street, Suite 335  
Philadelphia, Pennsylvania 19147

TELECOMMUNICATIONS SERVICES TARIFF**2.6 Credit Allowance**

- 2.6.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 2.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.
- 2.6.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company or in the event that the Company is entitled to a credit for the failure of the facilities of the Company's Underlying Carrier used to furnish service.
- 2.6.4 Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 2.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.

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EFFECTIVE: , 1998

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614 South 8th Street, Suite 335  
Philadelphia, Pennsylvania 19147

- 2.6.6 No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.6.7 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

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

"A" - outage time in hours

"B" - monthly charge for affected activity

**2.7 Restoration of Service**

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

**2.8 Deposit**

The Company does not require deposits to commence service.

**2.9 Advance Payments**

Eagle does not require advance payments.

TELECOMMUNICATIONS SERVICES TARIFF**2.10 Payment and Billing**

- 2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. A late fee will be assessed on unpaid amounts 30 days after rendition of bills.
- 2.10.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.10.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within 30 days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such 30 day period.

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Philadelphia, Pennsylvania 19147

**2.11 Collection Costs**

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

**2.12 Taxes**

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

**2.13 Late Charge**

A late fee of 1.5% per month or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

**2.14 Returned Check Charge**

A fee of \$20.00 will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

ISSUED: June 22, 1998  
ISSUED BY:

Ronald B. McKay  
614 South 8th Street, Suite 335  
Philadelphia, Pennsylvania 19147

EFFECTIVE: , 1998



SECTION 3 - DESCRIPTION OF SERVICE3.1 Computation of Charges

3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All 1+ and toll-free calls are measured in six second increments with an eighteen second minimum per call. All travel card and prepaid calling card calls are measured in one minute increments. All calls are rounded up to the next whole increment.

3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.

ISSUED: June 22, 1998

EFFECTIVE: , 1998

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Philadelphia, Pennsylvania 19147

TELECOMMUNICATIONS SERVICES TARIFF

- 3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. Eagle will not bill for uncompleted calls.

**3.2 Customer Complaints and/or Billing Disputes**

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

614 South 8th Street, Suite 335  
Philadelphia, Pennsylvania 19147  
(800) 207-2915

Any objection to billed charges should be reported promptly to Eagle. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

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TELECOMMUNICATIONS SERVICES TARIFF

The Company will respond within seventy two (72) hours of receipt of an inquiry. If the Customer is dissatisfied with the Company's response to a complaint or inquiry, the Customer may file the Commission for resolution of the conflict. The South Dakota Public Utilities Commission can be reached at:

500 East Capitol  
Pierre, SD 57501-5070  
(605) 773-3201  
(800) 332-1782

If a Customer accumulates more than One Dollar of undisputed delinquent Eagle 800 Service charges, the Eagle Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

**3.3 Level of Service**

A Customer can expect end to end network availability of not less than 99% at all times for all services.

**3.4 Billing Entity Conditions**

When billing functions on behalf of Eagle or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. Eagle's name and toll-free telephone number will appear on the Customer's bill.

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**3.5 Service Offerings**

## 3.5.1 1+ Dialing

The customer utilizes "1+" dialing, or "101XXXX" dialing followed by "1 + ten digits" for interLATA calls, or dials "101XXXX" followed by "1 + 7 digits" or "1 + 10 digits" for intraLATA calls.

## 3.5.2 Travel Cards

The Customer utilizes an 11 digit "toll-free" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

## 3.5.3 800 Service (Toll-Free)

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

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## 3.5.4 Eagle Prepaid Calling Cards

This service permits use of Prepaid Calling Cards for placing long distance calls. Customers may purchase Eagle Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. Eagle Prepaid Calling Cards are available at a variety of face values ranging from five dollars (\$5.00), in one dollar (\$1.00) increments. Eagle Prepaid Calling Card service is accessed using the Eagle toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. Eagle's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units for each call is deducted from the remaining Telecom Unit balance on the Customer's Eagle Prepaid Calling Card.

All calls must be charged against Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted.

In order to continue the call, the Customer can either call the toll-free number on the back of the Eagle Prepaid Calling Card and "recharge" the balance on the card using a nationally recognized credit card, or the Customer can throw the card away and purchase a new one. Calls in progress will be terminated by the Company if the balance on the Eagle Prepaid Calling Card is insufficient to continue the call and the Customer fails to enter the number of another valid Eagle Prepaid Calling Card prior to termination.

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TELECOMMUNICATIONS SERVICES TARIFF

A card will expire 12 months from the date of purchase, or the date of last recharge, whichever is later. The Company will not refund unused balances.

A credit allowance for Eagle Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the Eagle Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, etc.), and the approximate time that the call was placed.

When a call charged to an Eagle Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit.

Credit allowances for calls pursuant to Eagle Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

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TELECOMMUNICATIONS SERVICES TARIFF

3.5.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

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3.5.6 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be filed with the Commission. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

3.5.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RATES

4.1 1+ Dialing

\$0.170 per minute

A \$5 per month service charge applies unless a Customer's monthly usage exceeds \$50.

4.2 Travel Cards

\$.25 per minute

A \$.20 per call service charge applies.

4.3 Toll Free

\$0.175 per minute

A \$5 per month per number service charge applies.

4.4 Prepaid Calling Cards

\$.25 Per Telecom Unit

Cards will be decremented by one Telecom Unit for each minute or fractional part of a minute for intrastate calls. These rates apply twenty-four hours per day, seven days per week.

4.5 Directory Assistance

\$.95

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EFFECTIVE: , 1998

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TELECOMMUNICATIONS SERVICES TARIFF**4.6 Returned Check Charge**

\$20.00

**4.7 Rate Periods**

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period		Evening Rate Period
5 p.m. to 11 p.m.*	Evening Rate Period		
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

\* To, but not including

When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

**4.8 Payphone Dial Around Surcharge**

A dial around surcharge of \$.35 per call will be added to any completed INTRASTATE toll access code and subscriber 800/888 type calls placed from a public or semi-public payphone.

**4.9 Universal Service Fund Assessment & Presubscribed Interexchange Carrier Charge**

The Customer will be assessed a monthly federal Universal Service Fund Contribution charge on all telecommunications services, which in no event shall be less than the prevailing contribution percentage rate charged the Company on intrastate traffic by the Universal Service Administrative Company (or any successor). A Presubscribed Interexchange Carrier Charge ("PICC") applies on a monthly basis to all Customer monthly bills at the prevailing rate.

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THIS CHECK IS DEPOSITED IN CONNECTION WITH THE FOLLOWING ACCOUNT(S)	
TOTALS OF INVOICES	
LESS DISCOUNT	
LESS	
TOTAL DEDUCTIONS	
AMOUNT OF CHECK	

**RON JAWORSKI'S EAGLE COMMUNICATIONS**

1705 GLASSBORO ROAD  
SEWELL, NJ 08080

1079

55-760/312 366

6/17/19 98

PAY TO THE ORDER OF SOUTH DAKOTA PUBLIC UTILITIES COMMISSION \$ 250-

TWO HUNDRED FIFTY 4 <sup>98</sup>/<sub>100</sub> DOLLARS

**PNC BANK**

PNC Bank, N.A.  
New Jersey 060

FOR PUBLIC SERVICE COMMISSION FILING FEES

*Frank Squilla*

⑆00⑆079⑆ ⑆03⑆207607⑆ 8004682463⑆

South Dakota  
Public Utilities Commission  
State Capitol 500 E. Capitol  
Pierre, SD 57501-5070  
Phone: (605) 773-3705  
Fax: (605) 773-3809

# TELECOMMUNICATIONS SERVICE FILINGS

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

06/19/98 through 06/25/98

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
<b>REQUEST FOR CERTIFICATE OF AUTHORITY</b>			
TC98-118	Application by Colorado River Communications Corporation d/b/a CRC Long Distance for a Certificate of Authority to operate as a telecommunications company within the state of South Dakota. (Staff: TS/EM) "Applicant proposes to offer switched and dedicated access '1 plus' long distance telecommunications services suitable for voice and limited data applications in the state of South Dakota. The applicant also proposes to offer '0 plus' alternative operator services. The applicant also proposes to offer prepaid calling card services. Advance payments are not required by the applicant."	06/22/98	07/10/98
TC98-119	Application by Eagle Telecom, Inc. for a Certificate of Authority to operate as a telecommunications company within the state of South Dakota. (Staff: DJ/KC) "Applicant is a reseller which intends to offer 1+ direct dialing, 800/888 toll free, travel card and prepaid calling card service through the resale of telephone services provided by facilities-based interexchange carriers."	06/22/98	07/10/98
TC98-120	Application by HJN Telecom, Inc. for a Certificate of Authority to operate as a telecommunications company within the state of South Dakota. (Staff: HB/CH) "Applicant is a reseller which intends to offer 1+ direct dialing, 800 toll free, and travel card service through the resale of telephone services provided by facilities-based interexchange carriers."	06/22/98	07/10/98
<b>FORMAL COMPLAINT FILED</b>			
TC98-121	Douglas G. Pettigrew vs U S WEST Communications, Inc. (Staff: LH/KC) "For years we have had problems with loss of service for hours to days in duration. The lack of service often had to wait over the weekend after being reported to be repaired. Disruption of service occurs throughout the year but most often during the winter months or during stormy weather. In October 1997, we purchased a FAX machine for personal and business use. On some occasions faxes are sent without problem. At least 50-60% of the time, we are unable to send a fax due to 'line error.' On some occasions, we try 3-4 times before a message is faxed and on other occasions, we may have to wait a period of time before attempting again. From reports from our neighbors, our area is unable to successfully have the Caller-ID feature. This is something we would like to obtain but are unable due to the problems. In addition, we would like to purchase another computer in the future and have access to E-mail and the Internet. But again, this service is not possible for phone customers in our area. Our telephone service provider has been lacking for years in just providing basic, dependable, consistent service. We are paying for services we do not receive and, in addition, do not have the capability of receiving services or features that practically all subscribers have." The complainant requested the following relief: "I feel U S WEST Communications needs to replace the archaic system in our area as soon as possible to meet basic and future needs. We have paid for a service for years which we are not receiving and which is not meeting the subscribers' needs. Moreover, repeated problems have not been solved--only fixed temporarily."	06/22/98	NA

TC98-119

RECEIVED

JUL 06 1998

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

**Lance J.M. Steinhart**  
Attorney At Law  
6455 East Johns Crossing  
Suite 285  
Duluth, Georgia 30097

Also Admitted in New York  
and Maryland

Telephone: (770) 232-9200  
Facsimile: (770) 232-9208

July 7, 1998

**VIA AIRBORNE EXPRESS**

Mr. William Bullard  
Executive Director  
South Dakota Public Utilities Commission  
500 East Capitol Avenue  
Pierre, SD 57501-5070  
(605) 773-3201

Re: Eagle Telecom, Inc.


Dear Mr. Bullard:

Enclosed please find for filing eleven (11) copies of Eagle Telecom, Inc.'s Certificate of Authority issued by the Secretary of State.

I have also enclosed an extra copy of this cover letter to be date stamped and returned to me in the self-addressed prepaid envelope I have provided.

If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me. Thank you.

Respectfully submitted,

  
Lynn Burlingame  
Assistant to Lance J.M. Steinhart  
Attorney for Eagle Telecom, Inc.

Enclosures  
cc: Frank A. Squilla

# State of South Dakota



## OFFICE OF THE SECRETARY OF STATE

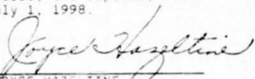
### CERTIFICATE OF AUTHORITY

I, JOYCE HAZELTINE, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of EAGLE TELECOM, INC. (NV) 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 EAGLE TELECOM, 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 July 1, 1998.

  
JOYCE HAZELTINE  
Secretary of State

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

IN THE MATTER OF THE APPLICATION OF )	ORDER GRANTING
EAGLE TELECOM, INC. FOR A CERTIFICATE )	CERTIFICATE OF
OF AUTHORITY TO PROVIDE )	AUTHORITY
TELECOMMUNICATIONS SERVICES IN )	
SOUTH DAKOTA )	TC98-119

On June 22, 1998, 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 Eagle Telecom, Inc. (Eagle).

Eagle proposes to offer 1+ direct dialing, 800/888 toll free, travel card and prepaid calling card service through resale of telephone services. A proposed tariff was filed by Eagle. The Commission has classified long distance service as fully competitive.

On June 25, 1998, the Commission electronically transmitted notice of the filing and the intervention deadline of July 10, 1998, to interested individuals and entities. No petitions to intervene or comments were filed and at its regularly scheduled August 18, 1998, meeting, the Commission considered Eagle'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 Eagle has met the legal requirements established for the granting of a certificate of authority. Eagle 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 Eagle's application for a certificate of authority. As the Commission's final decision in this matter, it is therefore

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

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

Dated at Pierre, South Dakota, this 25<sup>th</sup> day of August, 1998.

<b>CERTIFICATE OF SERVICE</b>
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 <u><i>Melanie Kachs</i></u>
Date <u>8/26/98</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

*James A. Burg*  
JAMES A. BURG, Chairman

*Pam Nelson*  
PAM NELSON, Commissioner

*Laska Schoenfelder*  
LASKA SCHOENFELDER, Commissioner

# SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

## CERTIFICATE OF AUTHORITY

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

Authority was Granted August 18, 1998  
Docket No. TC98-119

*This is to certify that*

**EAGLE TELECOM, 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 25<sup>th</sup> day of August, 1998

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION:



*James A. Burg*  
JAMES A. BURG, Chairman

*Pam Nelson*  
PAM NELSON, Commissioner

*Laska Schoenfelder*  
LASKA SCHOENFELDER, Commissioner