

Telecom Tariff Consultants

PO Box 240 Center Lovell, Maine 04016
Tel: (207) 928-2144 Fax: (207) 928-2545

Loren R. Kott, President
Martha Coleman, Administrative Assistant

September 14, 1999

South Dakota Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, SD 57501-5070
Attn: Mr. Harlan Best, Deputy Director
Fixed Utilities Division

RECEIVED

SEP 20 1999

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Re: Allied Communications Group d/b/a ACG

Dear Mr. Best:

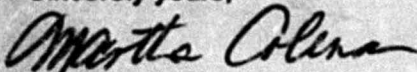
Enclosed herewith please find an original and ten (10) copies of an Application, Exhibits and Tariff for Authority to Provide Interexchange Telecommunications Services in the State of South Dakota which we are filing on behalf of the above referenced company.

Also enclosed is a check in the amount of two hundred and fifty (\$250.00) dollars to cover the cost of filing.

For purposes of verification of receipt, I have provided an additional copy of this cover letter. Please date stamp and return to me in the self stamped envelope enclosed.

If you have any questions or need additional information, please call or fax me at the above numbers. Thank you.

Sincerely yours,



Martha Coleman
Administrative Assistant

MAC:mac
encl.

BEFORE THE PUBLIC SERVICE COMMISSION OF
THE STATE OF SOUTH DAKOTA

RECEIVED

SEP 20 1999

In re:
Application of Allied Communications
Group, d/b/a ACG to Operate as a
Reseller of Interexchange
Telecommunications Services within
the State of South Dakota.

Application No. SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

APPLICATION AND REQUEST FOR AUTHORITY

Allied Communications Group, d/b/a ACG, hereby files this verified application before the Public Service Commission of South Dakota pursuant to its requirement for a Certificate of Public Convenience and Necessity to operate as a reseller of interexchange telecommunications services within the State of South Dakota and in support thereof would state as follows:

1. Applicant's legal name is Allied Communications Group d/b/a ACG with offices at 6440 Flying Cloud Dr., Suite 101, Eden Prairie, MN 55344, Tel: (612) 829-5325, Fax: (612) 829-5601.
2. The name under which applicant will do business is Allied Communications Group.
3. Applicant is a privately held corporation incorporated within the State of Minnesota on October 9, 1995 and has received a Certificate of Authority from the State of South Dakota Office of the Secretary of State dated August 26, 1996, a copy of which is enclosed herewith.
4. Applicant's designated agent in South Dakota is:

Scott Barth
2706 South Avondale Court
Sioux Falls, SD 57103
5. Greg Lohrenz, President & Chief Executive Officer, owns 50% of Allied Communications Group, d/b/a ACG shares. Kathy Ely, Chief Operating Officer & Corporate Secretary owns the remaining 50% of the shares.
6. No subsidiaries are owned or controlled by Allied Communications Group.

7. Applicant is a reseller of interexchange telecommunications services with no facilities based in the state. A specific description of the telecommunications services the applicant intends to offer is set forth in its South Dakota Tariff.
8. Applicant intends to offer its services throughout the State of South Dakota.
9. A current balance sheet and income statements and a copy of applicant's tariff with the terms and conditions of service have been submitted with this application.
10. Any questions, notices, orders, papers, correspondence or communication regarding this application should be directed to:

Telecom Tariff Consultants
Martha Coleman, Administrative Assistant
PO Box 240
Center Lovell, Maine 04016
Tel: (207) 928-2144 Fax: (207) 928-2545

Complaints, regulatory, customer service and billing matters should be directed to:

Allied Communications Group
Greg Lohrenz, President
6440 Flying Cloud Dr., Suite 101
Eden Prairie, MN 55344
Tel: (612) 829-5325 Fax: (612) 829-5601
Toll free: 800-873-1982

11. Allied Communications Group is currently certificated in: Colorado, Florida, Iowa, Minnesota, New Jersey and Texas. They have applied in Georgia, Indiana, Kansas, and Kentucky. They have never been denied registration or certification in any state they have applied in.
12. By this application and Exhibits attached, Allied Communications Group demonstrates that it has the technical and managerial ability to conduct its business.
13. Applicant hereby requests that this Commission consider this application on an ex-parte basis.

14. Upon commission request, applicant is prepared to answer questions or present additional testimony or other evidence about its services to telephone users within the state.

15. Allied has entered into a contractual agreement with a billing service bureau. At the end of Allied's established billing cycle (the 24th of each month) the carrier (LCI International) creates a raw data tape containing all call records from Allied customers during that cycle. This tape is received by Allied around the first business day of each month. These tapes are then sent to the service bureau for processing. The bill statements are then mailed directly from the service bureau location (approximately the tenth of each month). Payment receipts and notes are posted daily by Allied and then uploaded to the service bureau at the end of the next billing cycle.

Customer Service Matters: Allied will ask the customer to present them with a written complaint (faxed), if possible, to avoid any misinterpretation. If necessary, the customer will be asked to fax a copy of the page(s) from the bill with a circle around the charges in question. A Customer Service Manager will investigate the issue and determine the appropriate action.

16. Allied' marketing efforts are focused in two areas. The first being through internal sales efforts by employees of Allied Communications Group. The second being through a network of Independent Sales Agencies who already work within the telecommunications industry. Marketing efforts are aimed at commercial accounts only. Residential accounts being added only if they are related to a commercial customer or an affiliated charitable organization. Allied does not intend at any time to use a multi-level marketing approach. Charity programs will be available. These programs will donate 5 to 10% of a customer's usage to the associated charity.

WHEREFORE, Allied Communications Group d/b/a ACG, hereby prays that the Public Service Commission of South Dakota grant its authority to provide competitive telecommunication resale services within the State of South Dakota.

Telecom Tariff Consultants

By: Martha Coleman
Martha Coleman, Adm. Assistant

I, Janice M Arsenault, a Notary Public, do hereby certify that Martha Coleman personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 16 day of September, 19 99.

Janice M Arsenault
Notary Public

JANICE M. ARSENAULT
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES
OCTOBER 23, 2002

My commission expires: _____

LIST OF EXHIBITS

- | | |
|------------------|---|
| Exhibit A | Articles of Incorporation |
| Exhibit B | Authority to Transact Business in South Dakota |
| Exhibit C | Financials |
| Exhibit D | Applicant's Tariff |
| Exhibit E | Management Backgrounds / Technical Capability |

EXHIBIT

A

SECRETARY OF STATE

CERTIFICATE OF INCORPORATION

I, Joan Anderson Grove, Secretary of State of Minnesota, do certify that: Articles of Incorporation, duly signed and acknowledged under oath, have been filed on this date in the Office of the Secretary of State, for the incorporation of the following corporation, under and in accordance with the provisions of the chapter of Minnesota Statutes listed below.

This corporation is now legally organized under the laws of Minnesota.

Corporate Name: Allied Communications Group, Inc.

Corporate Charter Number: 8W-629

Chapter Formed Under: 302A

This certificate has been issued on 10/09/1995.



Joan Anderson Grove
Secretary of State.

810-629

ARTICLES OF INCORPORATION
OF
ALLIED COMMUNICATIONS GROUP, INC.

* * *

The undersigned, for purposes of forming a corporation under Chapter 302A of Minnesota Statutes, as amended, does hereby sign and acknowledge these Articles of Incorporation.

ARTICLE I.

The name of the corporation is Allied Communications Group, Inc.

ARTICLE II.

The registered office of the corporation in Minnesota is 6440 Flying Cloud Drive, Suite 201C, Eden Prairie, Minnesota 55344.

ARTICLE III.

The aggregate number of shares of stock which the corporation shall have authority to issue is two thousand five hundred (2,500) common shares.

ARTICLE IV.

The name and mailing address of the incorporator is Greg Lohrenz, 5455 Smetana Drive, #1208, Minnetonka, Minnesota 55343.

ARTICLE V.

The purposes of the corporation are general business purposes and the corporation shall possess all powers necessary to conduct any business in which it is authorized to engage, including, but not limited to, all those powers expressly conferred upon business corporations by Chapter 302A of Minnesota Statutes, as amended, together with those powers implied therefrom.

176927

ARTICLE VI.

The corporation shall have perpetual duration.

ARTICLE VII.

The affirmative vote of the holders of a majority of the voting power of the shares represented and entitled to vote at a duly held meeting is required for an action of the shareholders, including an amendment to the Articles of Incorporation, except where Chapter 302A of Minnesota Statutes, as amended, requires an affirmative vote of a larger majority.

ARTICLE VIII.

Shares of the corporation acquired by the corporation shall become authorized but unissued shares and may be reissued as provided in these Articles.

ARTICLE IX.

(A) The Board of Directors may from time to time, by vote of a majority of its members present at a duly held meeting, adopt, amend or repeal all or any of the By-Laws of the corporation as permitted by Chapter 302A of Minnesota Statutes, as amended, subject to the power of the shareholders to adopt, amend or repeal such By-Laws.

(B) The Board of Directors is authorized to accept and reject subscriptions for and to dispose of shares of authorized stock of the corporation, including the granting of stock options, warrants and other rights to purchase stock, without action by the shareholders and upon such terms and conditions as may be deemed advisable by the Board of Directors in the exercise of its discretion, except as otherwise limited by Chapter 302A of Minnesota Statutes,

as amended.

(C) The Board of Directors is authorized to issue, sell or otherwise dispose of bonds, debentures, certificates of indebtedness and other securities, including those convertible into stock, without action by the shareholders and for such consideration and upon such terms and conditions as may be deemed advisable by the Board of Directors in the exercise of its discretion, except as otherwise limited by Chapter 302A of Minnesota Statutes, as amended.

(D) The Board of Directors is authorized to adopt, by an affirmative vote of a majority of the directors present at a duly called meeting, a resolution or resolutions providing for the establishment of a class or series of authorized stock of the corporation or bonds, debentures, certificates of indebtedness or other securities, setting forth the designation of and number of shares constituting the class or series and fixing the relative rights and preferences of the class or series.

ARTICLE X.

A director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for breach of a fiduciary duty as a director, except to the extent provided by applicable law (i) for any breach of the director's duty of loyalty to the corporation or its shareholders; (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (iii) under Sections 302A.559 or 80A.23 of Minnesota Statutes, as amended; (iv) for any transaction from which the director derived an improper personal

benefit; or (v) for any act or omission occurring prior to the date that this Article XI becomes effective. If the Minnesota Business Corporation Act hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation in addition to the limitation and elimination of personal liability provided herein shall be eliminated or limited to the fullest extent permitted by the Minnesota Business Corporation Act, as so amended. No amendment to or repeal of this Article XI shall apply to, or have any effect on, the liability or alleged liability of any director for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

ARTICLE XI.

Each director, officer or employee, past and present, of the corporation shall be indemnified by the corporation in accordance with, and to the fullest extent permissible under, the provisions of Chapter 302A of Minnesota Statutes, as amended.

ARTICLE XII.

Any action required or permitted to be taken at a meeting of the Board may be taken by written consent signed by all the directors, provided that if the action is one which does not require shareholder approval, such action may be taken by written consent signed by the number of directors that would be required to take the same action at a meeting at which all directors were present.

* * *

EXHIBIT

B

Secretary of State

State Capitol, Ste 204
500 East Capitol Avenue
Pierre, South Dakota
57501-5070
TDD (605) 773-5010



JOYCE HAZELTINE
Secretary of State

TOM LECKEY
Deputy

August 27, 1996

Allied Communications Group Inc.
6440 Flying Cloud Dr Ste 201C
Eden Prairie MN 55344

Re: Allied Communications Group, Inc.

Dear Sirs:

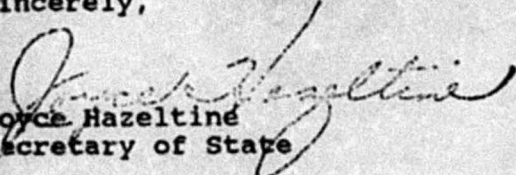
We have received the Application for Certificate of Authority on behalf of the above named corporation together with the \$40 filing fee.

The application has been approved and filed. Enclosed is a Certificate of Authority attached to the duplicate along with our receipt.

SDCL 47-9-3 requires the filing of a corporate annual report with our office between the anniversary date of qualification and prior to the first day of the second month following. The first report is due the year following qualification. An annual report form will be mailed to the corporation for timely filing. Please contact our office if the corporate address changes or if the form is not received.

If this office can be of any assistance in the future, please feel free to contact us.

Sincerely,


Joyce Hazeltine
Secretary of State

JH/BKW: C
Enclosure

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

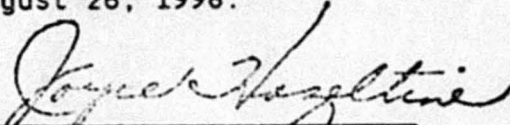
CERTIFICATE OF AUTHORITY

I, JOYCE HAZELTINE, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of ALLIED COMMUNICATIONS GROUP, INC. (MN) 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 ALLIED COMMUNICATIONS GROUP, 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 August 26, 1996.


JOYCE HAZELTINE
Secretary of State

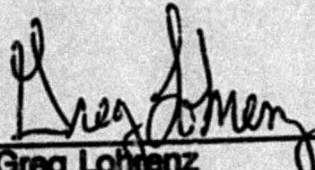
EXHIBIT

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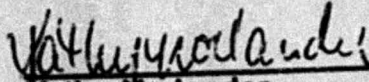
**AUTHENTICATION OF BOOK OF RECORDS
OF
ALLIED COMMUNICATIONS GROUP, INC.**

* * *


The undersigned, members of the first Board of Directors of Allied Communications Group, Inc., a corporation incorporated under the laws of the State of Minnesota on the 9th day of October, 1995, as evidenced by a Certificate of Incorporation issued by the Secretary of State of Minnesota, hereby adopt and identify this book, with the records contained herein, as the original record of this corporation.



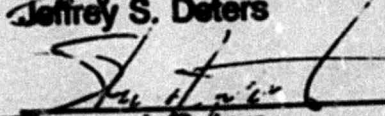
Greg Lohrenz



Kathy Moriander



Jeffrey S. Deters



Steven J. Deters

ALLIED COMMUNICATIONS GROUP, INC.
Eden Prairie, Minnesota

FINANCIAL STATEMENTS

Years Ended December 31, 1997 and 1996

CPA

JOHNSON & BOTTIN, LTD. *Certified Public Accountants*

1034 Third Avenue
P.O. Box 577
Mountain Lake, MN 56159-0577

Telephone 507/427-2004

Fax 507/427-2006

July 3, 1998

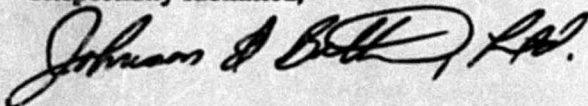
To the Board of Directors
Allied Communications Group, Inc.
Eden Prairie, MN 55344

Dear Directors:

We have compiled the accompanying balance sheet of Allied Communications Group, Inc. (an S Corporation) as of December 31, 1997 and 1996, and the related statement of income and retained earnings, and cash flows, for the years then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Respectfully submitted,



Johnson & Bottin, Ltd.

Allied Communications Group, Inc.
Eden Prairie, Minnesota
BALANCE SHEET

See Accountants' Compilation Report
December 31, 1997 and 1996

ASSETS

	<u>1997</u>	<u>1996</u>
CURRENT ASSETS:		
Cash	\$ 58,602	\$ 15,718
Accounts receivable	456,691	128,780
Notes receivable - shareholders	<u> -</u>	<u> 100</u>
	<u>515,293</u>	<u>144,598</u>
 PROPERTY & EQUIPMENT:		
Equipment	30,244	20,382
Less: accumulated depreciation	<u>(6,965)</u>	<u>(2,572)</u>
	<u>23,279</u>	<u>17,810</u>
 OTHER ASSETS:		
Deposit	10,000	-
Organization costs	6,190	6,190
Less: accumulated depreciation	<u>(2,476)</u>	<u>(1,238)</u>
	<u>13,714</u>	<u>4,952</u>
	 <u>\$ 552,286</u>	 <u>\$ 167,360</u>

Allied Communications Group, Inc.
Eden Prairie, Minnesota
Balance Sheet - Continued
See Accountants' Compilation Report
December 31, 1997 and 1996

LIABILITIES AND SHAREHOLDERS' EQUITY

	<u>1997</u>	<u>1996</u>
CURRENT LIABILITIES:		
Accounts payable	\$ 214,414	\$ 43,947
Accrued expenses	-	745
Current portion - LTD	<u>15,250</u>	<u>4,350</u>
	<u>229,664</u>	<u>49,042</u>
LONG-TERM LIABILITIES:		
N/P - Bank	16,002	4,675
N/P - Parkwood Knoll Construction	2,844	4,788
Less: current portion	<u>(15,250)</u>	<u>(4,350)</u>
	<u>3,596</u>	<u>5,113</u>
SHAREHOLDERS' EQUITY:		
Common stock, 2500 shares authorized, 100 shares issued & outstanding	100	100
Retained earnings	<u>318,926</u>	<u>113,105</u>
	<u>319,026</u>	<u>113,205</u>
	<u>\$ 552,286</u>	<u>\$ 167,360</u>

Allied Communications Group, Inc.
Eden Prairie, Minnesota
Statement of Income and Retained Earnings
See Accountants' Compilation Report
Years Ended December 31, 1997 and 1996

	<u>1997</u>	<u>1996</u>
REVENUE	\$ 1,015,013	\$ 261,317
OPERATING EXPENSES:		
Advertising	151	425
Amortization	1,238	1,238
Commissions	388,526	55,389
Contract services	40,634	-
Depreciation	4,393	2,442
Dues and subscriptions	-	784
Equipment lease	8,172	-
Interest	1,805	3,922
Licenses	800	2,652
Miscellaneous	944	75
Office supplies	22,445	13,591
Payroll taxes	18,068	2,516
Professional services	7,932	15,200
Rent	20,175	12,295
Repairs	130	1,443
Salaries	245,686	21,042
Telephone	20,525	4,980
Travel	<u>3,154</u>	<u>2,946</u>
	<u>784,778</u>	<u>140,940</u>
NET INCOME	230,235	120,377
RETAINED EARNINGS (DEFICIT):		
Beginning of year	113,105	(7,272)
Dividends	<u>(24,414)</u>	<u>-</u>
End of year	\$ 318,926	\$ 113,105

Allied Communications Group, Inc.
Eden Prairie, Minnesota
Statement of Cash Flows
See Accountants' Compilation Report
Years Ended December 31, 1997 and 1996

	<u>1997</u>	<u>1996</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	\$ 230,235	\$ 120,377
Adjustment to reconcile net income to operating activities:		
Depreciation	4,393	2,442
Amortization	1,238	1,238
(Increase) Decrease in:		
Accounts receivable	(327,911)	(128,780)
Notes receivable	100	(100)
Deposit	(10,000)	-
Increase (Decrease) in:		
Accounts payable	170,467	43,030
Accrued expenses	<u>(745)</u>	<u>717</u>
	<u>67,777</u>	<u>38,924</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property & equipment	<u>(9,862)</u>	<u>(13,117)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Advances on notes payable	20,000	-
Payments on notes payable	(10,617)	(19,596)
Dividend distribution	<u>(24,414)</u>	<u>-</u>
	<u>(15,031)</u>	<u>(19,596)</u>
NET INCREASE IN CASH	42,884	6,211
CASH AT BEGINNING OF YEAR	<u>15,718</u>	<u>9,507</u>
CASH AT END OF YEAR	<u>\$ 58,602</u>	<u>\$ 15,718</u>
Supplemental Disclosures:		
Interest paid	\$ 1,805	\$ 3,922

11/29/98

Allied Communications Group, Inc.
Profit and Loss
 January through September 1998

	<u>Jan - Sep '98</u>
Ordinary Income/Expense	
Income	
3002 - Income - Long Dist Revenue	1,336,078.50
3003 - E-Inv/Credit Card Processing	51,165.69
Total Income	<u>1,387,244.19</u>
Gross Profit	1,387,244.19
Expense	
0001 - Rent - Office	15,075.00
0002 - Postage	14,941.75
0003 - Bank Fees	512.00
0004 - Long Distance	40,405.16
0005 - Local Telephone	4,844.15
0006 - Printing	4,980.58
0008 - Shipping - Overnight	1,782.54
0009 - Office Furniture	483.85
0010 - Travel - Air	900.00
0015 - Meals/Entertainment	1,273.20
0016 - Office Supplies	3,123.44
0017 - Office Equipment	7,833.63
0018 - Computer Lease	1,888.32
0019 - MN UCC Fund	326.29
0020 - Tax - IRS	46,483.90
0022 - Billing	52,870.00
0024 - Comunication - Dealers	305,448.53
0025 - Membership Fee - CPAA	2,000.00
0027 - Tariffing/Certification	5,261.78
0029 - Phone System Loan	2,945.63
0031 - Attorneys Fees	2,002.86
0032 - Expense Reimbursement	6,887.79
0033 - Pager	182.19
0039 - Postage-Profitac	500.00
0039 - Customer Refund	2,533.51
0041 - Advertising	298.00
0042 - Payroll	94,168.82
0043 - Payroll Services	248.50
0046 - MN Withholding	8,881.27
0047 - CPA Expense	1,838.03
0051 - Delivery	447.50
0053 - Dividend to Shareholder	86,888.00
0055 - Broadcast Fax Service	258,102.52
0056 - Never Busy Fax Service	2,819.88
0057 - Loan Payment for LC	7,342.00
0059 - US West T1	11,813.50
0060 - Switch Lease Payment	15,888.84
0061 - Calling Cards	4,730.50
0062 - Internet Access	179.40
0063 - Life Insurance	825.86
0064 - Lease-Postage Machine	1,378.43
0067 - Credit Card Processing Fee	485.45
0070 - Voice Talent - Switch	250.00
0071 - Switch Maintenance Fee	11,340.00
0072 - MN S Corp Minimum Tax	300.00
0073 - Brochure Stamping	5,537.83
0074 - Switch Software Development	3,800.00
0075 - Parking Ticket	10.00
0076 - Worldom - LD	40,957.74
0077 - DXC Long Distance	180,001.27
0078 - Conference Calling	376.31
0079 - Stock Purchase-Shareholder	46,807.18
0080 - Switch - Equipment	27,875.00
0081 - Temporary Employees	1,078.83
0082 - Answering Service	586.00
Total Expense	<u>1,298,035.03</u>

Allied Communications Group, Inc.
Profit and Loss
January through September 1998

11/28/98

Net Ordinary Income
Net Income

Jan - Sep '98
88,209.16
88,209.16

11/29/88

Allied Communications Group, Inc.
Balance Sheet
 As of September 30, 1988

Sep 30, '88

ASSETS	
Current Assets	
Checking/Savings	108,665.04
1001 - Highland Bank - Checking	<u>108,665.04</u>
Total Checking/Savings	108,665.04
Total Current Assets	<u>108,665.04</u>
TOTAL ASSETS	
LIABILITIES & EQUITY	
Liabilities	
Long Term Liabilities	6,000.00
2300 - Loan/Phone System	5,475.00
2301 - Loan by DCS	<u>1,850.00</u>
2302 - Loan by JDS	13,325.00
Total Long Term Liabilities	13,325.00
Total Liabilities	
Equity	5,130.88
3000 - Retained Earnings	<u>88,208.16</u>
Net Income	<u>63,340.64</u>
Total Equity	108,665.04
TOTAL LIABILITIES & EQUITY	<u>108,665.04</u>

05/19/99

Allied Communications Group, Inc.
Balance Sheet
 As of March 31, 1999

Mar 31, '99

ASSETS	
Current Assets	
Checking/Savings	191,780.27
1001 - Highland Bank - Checking	191,780.27
Total Checking/Savings	191,780.27
Total Current Assets	<u>191,780.27</u>
TOTAL ASSETS	
LIABILITIES & EQUITY	
Liabilities	
Long Term Liabilities	6,000.00
2380 - Loan/Phone System	5,475.00
2391 - Loan by DCS	1,850.00
2392 - Loan by JDS	13,325.00
Total Long Term Liabilities	13,325.00
Total Liabilities	12,877.38
Equity	165,577.89
3990 - Retained Earnings	178,455.27
Net Income	178,455.27
Total Equity	<u>191,780.27</u>
TOTAL LIABILITIES & EQUITY	

EXHIBIT

D

**ALLIED COMMUNICATIONS GROUP
D/B/A ACG**

**SDP.S.C. - Tariff No. 1
-
Original Sheet 1**

TITLE SHEET

SOUTH DAKOTA TELECOMMUNICATIONS TARIFF

This tariff applies to the intrastate resale telecommunication services furnished by Allied Communications Group d/b/a ACG, between one or more points in the State of South Dakota. This tariff is on file with the State Commission of Public Service of South Dakota and copies may be inspected, during normal business hours, at the Company's principal place of business at 6440 Flying Cloud Dr., Suite 101, Eden Prairie, MN 55344, Telephone (612) 829-5325.

Issued September 17, 1999

Effective: _____

By:

**Greg Lohrenz, President
Allied Communications Group d/b/a ACG
6440 Flying Cloud Dr, Suite 101
Eden Prairie, MN 55344
612-829-5325**

CHECK SHEET

The Title Page and pages listed below of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date at the bottom of this page.

<u>PAGE</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
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16	Original
17	Original
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20	Original
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22	Original
23	Original
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By:

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CONCURRING CARRIERS

NONE.

CONNECTING CARRIERS

NONE.

OTHER PARTICIPATING CARRIERS

NONE.

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EXPLANATION OF SYMBOLS

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (S) To signify reissued material.
- (T) To signify change in working of text but not change in rate, rule, or condition.

EXPLANATION OF ABBREVIATIONS

- WATS** Wide Area Telecommunications Service. A special long distance service providing inward dialing from any phone in a specified geographical area, or outward dialing to any phone in a specified area from a specific phone.
- LEC** Local Exchange Company
- NECA** National Exchange Carriers Association
- SDPSC** South Dakota Public Service Commission
- ACG** Used throughout this tariff to mean Allied Communications Group d/b/a ACG

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DEFINITIONS

Access Line -

An arrangement which connects the Customer's telephone to an Allied Communications Group 100 designated switching center or point of presence.

Allied Communications Group -

Used throughout this tariff to refer to Allied Communications Group d/b/a ACG.

Authorization Code -

A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Travel Service network to identify the caller and validate the caller's authorization to use the services provided.

Authorized User -

A person, firm, corporation, or any other entity authorized by the Customer to communicate, utilizing the Carrier's service.

Commission -

The South Dakota Public Service Commission.

Company or Carrier -

ACG unless otherwise clearly indicated by the context.

Customer -

The person, firm, corporation or other entity which orders, cancels, amends or uses service under this tariff and is responsible for payment of charges and compliance with the Company's tariff.

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SECTION I - TECHNICAL TERMS AND ABBREVIATIONS

Equal Access -

A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Pre-subscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

User -

The calling party utilizing the services of ACG and responsible for the payment of charges.

V & H Coordinates -

Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

Premises -

The physical space designated by the Customer for the termination of the Company's service.

Serving Wire Center -

A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Switched Access Origination/Termination -

Where access between the Customer and the interexchange carrier is provided on Local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Travel Card Call -

A service whereby the Customer or Authorized User dials all of the digits necessary to route and bill a call placed from a location other than his/her residence or normal place of business. Service is accessed via a 1-800/888 or other access code dialing sequence.

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SECTION II - RULES AND REGULATIONS

- 2.1 Undertaking of Allied Communications Group
Allied Communications Group's services and facilities are furnished for communications originating within South Dakota under terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
Allied Communications Group arranges for installation, operation and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth in this tariff. Allied Communications Group may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized to do so by the Customer, to allow carriers or entities, when authorized to do so by the Customer, to allow connection of a Customer's location to the Allied Communications Group network.
- 2.2 Use
Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.3 Limitations
- 2.3.1 Service is offered subject to the availability of the necessary facilities an/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing services in accordance with the terms of this tariff.
- 2.3.2 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.
- 2.3.4 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by Allied Communications Group in its reasonable judgment.

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SECTION II - RULES AND REGULATIONS, (CONT'D)

2.4 Assignment or Transfer

All service provided under this tariff is directly or indirectly controlled by the company and neither the Customer nor its Authorized Users may transfer or assign use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

2.5 Liability

2.5.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants or employees in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring or changing, the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.

2.5.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.

2.5.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

2.5.4 The company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action, or request of the United States or South Dakota government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages, or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.

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SECTION II - RULES AND REGULATIONS, (CONT'D)

2.5 Liability (cont'd)

2.5.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents or Authorized Users, or by facilities or equipment provided by the Customer.

2.5.6 The Customer shall indemnify, defend and hold harmless the Company against:

- (a) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over the Company's facilities or equipment:
- (b) Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
- (c) All other claims (including without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company.

2.6 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

2.7 Billing and Payment for Service

2.7.1 Responsibility for Charges

Charges for installations, service connections, moves, rearrangements and prepaid services, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company.

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SECTION II - RULES AND REGULATIONS, (CONT'D)

2.7 Billing and Payment for Service (cont'd)

2.7.2 Payment for Service

All charges due by the Customer are payable to the Company or any agent authorized to receive such payments. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.7.3 Late Payment Fees

The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance.

2.7.4 Return Check Charges

The Company reserves the right to assess a return check charge of \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.

2.8 Deposits

The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall not exceed two month's estimated usage, may vary with the Customer's credit history and projected usage, and be collected and maintained in accordance with Commission rules. The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bill upon presentation.

2.9 Advance Payments

For Customers whom the company determines an advance payment is necessary, Allied Communications Group reserves the right to collect an amount not to exceed two (2) months estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

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SECTION II - RULES AND REGULATIONS, (CONT'D)

2.10 Taxes and Fees

The Company reserves the right to bill any and all applicable taxes and fees in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to : Federal Excise Tax, State Sales Tax, Municipal Tax and Gross Receipts Tax. Such taxes and fees are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

2.11 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his/her or its premises, including personnel, wiring, electrical power and the like, incurred in the use of Allied Communications Group's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

2.12 Interconnection

2.12.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other carriers or systems. The Company does not undertake to provide any special facilities, equipment, or service to enable the Customer to interconnect the facilities or equipment of the Company with facilities of other common carriers or with private systems.

2.12.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariff.

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SECTION II - RULES AND REGULATIONS, (CONT'D)

2.13 Inspection, Testing and Adjustment

The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

2.14 Credit Allowances for Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's inspection or testing, to the negligence of the Customer, or to failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff.

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 by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his, her or its control, or is not in wiring or equipment, if any, furnished by Customer.

For purposes of credit computation every month shall be considered to have thirty (30) days. The Customer shall be credited for an interruption of one day (24 hours) or more at the rate of one-thirtieth (1/30th) of the monthly charge for the service(s) affected for each day that the interruption continues.

Credit Formula:

$$\text{Credit} = A/30 \times B$$

A = outage time in days

B = total month charge for the affected service(s)

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Section II - Rules and Regulations, (Cont'd)

2.15 Cancellation by the Customer

The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later.

2.16 Refusal or Discontinuance by the Company

Service continues to be provided until canceled by the Customer, in writing, or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

2.16.1 For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than thirty (30) days overdue.

2.16.2 For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two (2) attempts at collection, shall be subject to discontinuance of service in the same manner as provided for non-payment of overdue charges.

2.16.3 For Lack of Use: The Company, by written notice to the customer, may discontinue service in the same manner as provided for non-payment of overdue charges if after sixty (60) days the service has not been used.

2.16.4 For any violation of law or of any provisions governing the furnishing of service under this tariff. The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.

2.16.5 For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with an order or request of any governmental authority having jurisdiction.

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SECTION II - RULES AND REGULATIONS, (CONT'D)

2.16 Refusal or Discontinuance by the Company (cont'd)

2.16.6 For unauthorized or unlawful use of Travel Service numbers and Authorization Codes: Travel Service numbers and Authorization Codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or codes shall result in the immediate termination of service without notice.

2.17 Restoration of Service

If Service has been discontinued for non-payment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than non-payment) is corrected.

2.18 Use of Recording Devices

Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and only if the Customer or Authorized User is able to connect or disconnect the recording device, or turn the recording device on or off, at will.

2.18.1 A Customer or Authorized User may record a conversation if the Customer or Authorized User obtains written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation.

2.18.2 A distinctive recorder tone must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversation that a recording device is being used.

2.18.3 The requirements of 2.18.1 and 2.18.2 are waived for Broadcast licensees who use a recording device to record a conversation for broadcast if all parties to the conversation are aware that the conversation will be broadcast.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.1 General

Allied Communications Group offers direct dialed (1+) service, inbound toll-free number service, and travel card services for communications originating and terminating within South Dakota under terms of this tariff. Direct dial service is offered for originating locations within South Dakota.

Inbound toll free service is available to Customers served from locations in South Dakota. Originating locations for calls placed to the Company's toll-free number services must be within South Dakota.

When a Customer elects to use the Company's Travel Service, calls may be initiated from any location within South Dakota from which the caller can dial the appropriate access code(s) and may be placed to any location with South Dakota.

Customers are billed based on their use of Allied Communications Group's network and services. Charges may vary by service offering, mileage band class of call, time of day, day of week, and/or call duration.

3.2 Timing of Calls

Billing for calls placed over Allied Communications Group's network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

3.2.1 Call timing begins when the called party answers the call (i.e., when two-way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.

3.2.3 For billing purposes, minimum call duration periods vary by service and are specified by product or option in subsequent sections of this tariff.

3.2.4 For billing purposes, usage after the initial period varies by service and is specified by product or option in subsequent sections of this tariff.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)

3.2 Timing of Calls (Cont'd)

3.2.5 The Company will not bill for unanswered calls. When the Customer indicates that he/she was billed for an incomplete call, Allied Communications Group will reasonably issue credit for the call.

3.3 Rate Periods

3.3.1 The following rate periods apply:

Daytime Rate Period is 8:00 AM to 5:00 PM* on Monday through Friday

Evening Rate Period is 5:00 PM to 11:00 PM* on Monday through Friday

Night/Weekend Rate Period is all times that are not included in the Daytime Rate Period or the Evening Rate Period.

(*) Up to but including.

3.3.2 Holiday Rates

For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The Evening Rate is used on national holidays, unless a lower rate would apply.

New Year's Day	January 1
Independence Day	July 4
Labor Day	1 st Monday in September
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25

3.3.3 Calls are billed based on the rate in effect at the time the call begins. Calls that cross rate period boundaries are billed the rate in effect at the beginning of the call for the duration of the entire call.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)

3.4 Outbound Long Distance Service

Allied Communications Group Outbound Long Distance Service is a "1+" direct dial service available for Customer use 24 hours a day, seven days a week. Service is accessed through standard business or residential switched access lines. The Customer is responsible for obtaining suitable access from the Customer's local exchange carrier. All costs incurred in the installation and use of local access lines is the responsibility of the Customer. Calls may originate from any valid exchange in South Dakota and terminate at a South Dakota location.

Allied Communications Group's outbound long distance service is a pre-paid, flat rate minimum offering with a volume discount to be billed after excess usage is determined. For billing purposes, outbound long distance service from all switched access lines and Inbound Toll-Free Number Service used by a Customer are aggregated. There is no credit if the minimum of 180 minutes is not used in a month. For billing purposes, call timing is rounded up to the next one-tenth minute increment after a minimum initial period of one-half minute. Time of day and holiday discounts do not apply.

MONTHLY RECURRING CHARGES: \$3.00

USAGE CHARGES:

FLAT RATE FOR MINIMUM OF 180 MINUTES
OF COMBINED INTERSTATE, INTRASTATE AND INBOUND
TOLL-FREE NUMBER SERVICE LONG DISTANCE

MONTHLY MINIMUM \$35.00

PER MINUTE RATES FOR MINUTES IN EXCESS OF FIRST 180
MINUTES OF COMBINED INTERSTATE, INTRASTATE AND
INBOUND TOLL-FREE NUMBER SERVICE LONG DISTANCE

DAY	EVENING	NIGHT/WKND
\$0.0800	\$0.0800	\$0.0800

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)

3.5 Inbound Toll-Free Number Service

Except for intra-LATA long distance, which requires dialing an access code, Allied Communications Group's Inbound Toll-Free Number Service is an 800/888 number service available for Customer use twenty-four (24) hours a day, seven days a week. Service is terminated through switched access lines. Calls may originate from any valid exchange in South Dakota and terminate to the Customer's location in South Dakota at no charge to the calling party.

Allied Communications Group's Inbound Toll-Free Number Service is a pre-paid, flat rate minimum offering with a volume discount to be billed after excess usage is determined. For billing purposes, Outbound Long Distance Service from all switched access lines and Inbound Toll-Free Number Service used by a Customer are aggregated. For billing purposes, call timing is rounded up to the next one-tenth minute increment after a minimum initial period of one-half minute. Time of day and holiday discounts do not apply.

MONTHLY RECURRING CHARGES: \$3.00

USAGE CHARGES:

FLAT RATE FOR MINIMUM OF 180 MINUTES
OF COMBINED INTERSTATE, INTRASTATE AND INBOUND
TOLL-FREE NUMBER SERVICE LONG DISTANCE

MONTHLY MINIMUM \$35.00

PER MINUTE RATES FOR MINUTES IN EXCESS OF FIRST 180
MINUTES OF COMBINED INTERSTATE, INTRASTATE AND
INBOUND TOLL-FREE NUMBER SERVICE LONG DISTANCE

DAY	EVENING	NIGHT/WKND
\$0.0800	\$0.0800	\$0.0800

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)

3.6 Travel Service

Allied Communications Group's Travel Service is offered twenty-four (24) hours a day, seven (7) days a week to all valid terminating locations in South Dakota. Access to Allied Communications Group's Travel Card Service is via a toll-free number. The Customer must input a valid Authorization Code in addition to the destination number with the area code. Travel Service rates apply to calls placed from locations in South Dakota.

For billing purposes, call timing is rounded up to the next full minute increment after a minimum initial period of one (1) minute. Time of day, holiday and volume discounts do not apply. A per call service charge applies.

MONTHLY RECURRING CHARGES None

PER CALL CHARGE: \$0.25

USAGE CHARGES:

PER MINUTE RATES	
INITIAL MINUTE	EACH ADDITIONAL MINUTE
\$0.2500	\$0.2500

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SECTION 4 - MISCELLANEOUS SERVICES AND RATES

4.1 Directory Assistance

Directory Assistance is available to Customers of Allied Communications Group. Directory Assistance charges apply to each call to the Directory Assistance Bureau. Up to two request may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance \$0.85

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SECTION 5 - PROMOTIONS

5.1 General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the non-recurring or recurring Charges for the Customer (if eligible) of target serves for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

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SECTION 6 - CONTRACT SERVICES

6.1 General

At the option of the Company, and subject to the Commission's approval, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and the Company and may include discounts off rates contained herein, waiver of recurring and non-recurring charges, charges for specially designed and constructed service not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specific in each individual contract.

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By:

**Greg Lohrenz, President
Allied Communications Group d/b/a ACG
6440 Flying Cloud Dr, Suite 101
Eden Prairie, MN 55344
612-829-5325**

EXHIBIT

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MANAGERIAL BACKGROUND

Greg Lohrenz – Chief Executive Officer, President

1990 Graduate of Hamline University with a Bachelor of Arts degree in Social Studies education and Pre-Law. Greg also has over eight years experience in management and marketing within the Long Distance Industry.

Kathy Ely – Chief Operating Officer, Treasurer

1983 Graduate of Mankato State University with a Bachelor of Arts Degree in Business Administration and Marketing. Kathy has over eight years experience in management and marketing within the Long Distance Industry.

TECHNICAL CAPABILITY

Allied Communications Group, Inc. d/b/a ACG currently contracts with a Reseller to provide the service to its associates and customers. All billing and service is currently done through that entity. In the event of ACG's Federal Licensing, and all various state-intrastate long distance licensing, then service will commence directly from the carrier to **Allied Communications Group, Inc.**

At the time of operation, as stated in the application, switches and pops will still not be owned or leased by ACG. The billings will still be contracted out to a third party, with any inquiries directed to ACG's customer service representatives. ACG's affiliation with related companies which already deal in multi-state, multi-tax and multi-customer transactions allows it to utilize state-of-the-art computer software programs and seasoned employees.

If the Commission requires any further specific information, please inquire.

ALLIED COMMUNICATIONS GROUP, INC.
6440 FLYING CLOUD DRIVE, #101 PH. 612-829-5325
EDEN PRAIRIE, MN 55344

HIGHLAND BANKS
5270 WEST 84TH STREET
BLOOMINGTON, MINNESOTA 55437
(612) 921-2275
75-1637/919 - 2

3657

9/22/98

PAY TO THE ORDER OF South Dakota PSC

**250.00

\$

Two Hundred Fifty and 00/100

DOLLARS

South Dakota PSC

MEMO

Kathleen Gray

AUTHORIZED SIGNATURE

⑆003657⑆ ⑆091916378⑆ 19 062 9⑆

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of September 16, 1999 through September 22, 1999

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five business days of this filing. Phone: 605-773-3705 Fax: 605-773-3809

CONSUMER COMPLAINTS

CT99-040 In the Matter of the Complaint filed by Jane Ham, Custer, South Dakota, against Qwest Communications, Inc. Regarding Unauthorized Switching of Services.

The Complainant alleges the Company switched telecommunications services from AT&T to Qwest on August 3, 1999, without authorization. Complainant states she wants to resume service with AT&T, she wants Qwest to pay a \$1,000 fine plus an additional \$500 in damages.

Consumer Representative: Leni Healy
Staff Attorney: Camron Hoseck
Date Filed: 09/17/99
Intervention Deadline: n/a

ELECTRIC

EL99-016 In the Matter of the Filing by Otter Tail Power Company for Approval of Energy-Only Lighting Tariff.

Otter Tail Power Company is filing to revise the South Dakota Electric Tariff to include a price code for an energy only, outdoor lighting service.

Staff Analyst: Keith Senger
Staff Attorney: Camron Hoseck
Date Filed: 09/20/99
Intervention Deadline: 10/08/99

NATURAL GAS

NG99-006 In the Matter of the Filing by MidAmerican Energy Company for Approval of Natural Gas Optional Off Peak Firm Service Rider.

MidAmerican is developing this surcharge rider on the interruptible tariffs to accommodate the seasonal customer currently on these rates. MidAmerican is requesting approval from the South Dakota Public Utilities Commission that these tariffs become effective October 20, 1999.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Filed: 09/20/99
Intervention Date: 10/08/99

TC99-096

In the Matter of the Application of Allied Communications Group d/b/a ACG for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

Allied Communications Group d/b/a ACG has filed a request for a Certificate of Authority to offer resold interexchange services, including direct dialed 1+ service, inbound toll-free service, and travel card services.

Staff Analyst: Michele Farris
Staff Attorney: Camron Hoseck
Date Filed: 09/20/99
Intervention Date: 10/08/99

TC99-097 In the Matter of the Filing for Approval of an Interconnection Agreement between Fort Randall Telephone Company and Dakota Telecom, Inc. and Dakota Telecommunications Systems, Inc.

Fort Randall Telephone Company, Dakota Telecom, Inc. and Dakota Telecommunications Systems, Inc. filed a negotiated Interconnection Agreement which purports to resolve all issues between the parties for reciprocal traffic exchange, interconnection, resale of local services, selection of local carriers, access to telephone numbers, dialing parity, directory and customer listing issues, referral announcement and call forwarding, repair services and the audit process.

Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than October 15, 1999. Parties to the agreement may file written responses to the comments within twenty days of service of the comments.

Staff Attorney: Camron Hoseck
Date Filed: 09/21/99
Comments Due: 10/15/99

TC99-098 In the Matter of the Petition of U S WEST Communications, Inc. to Reclassify U S WEST's Directory Assistance Service.

U S WEST Communications pursuant to SDCL 49-31-3.2 and ARSD 20:10.24.11 filed to reclassify directory assistance and related services from noncompetitive to fully competitive. U S WEST Communications requests confidential treatment of 1998 South Dakota Results Noncompetitive Services - Directory Assistance Services and of Proprietary U S WEST Call Volumes, "Share".

Staff Analyst: Harlan Best/Heather Forney
Staff Attorney: Camron Hoseck
Date Filed: 09/22/99
Intervention Date: 10/08/99

TC99-099 In the Matter of the Inquiry of Whether to Reclassify U S WEST Communications, Inc.'s IntraLATA Toll and Wide-Area Telephone Services.

Upon its own motion and pursuant to its August 26, 1999, order, the Commission opens this docket to determine whether to reclassify intraLATA toll and wide-area telephone services from "emerging competitive" to "fully competitive" as permitted by SDCL 49-31-3.2.

Staff Analyst: Harlan Best

Staff Attorney: Camron Hoseck

Date Filed: 09/22/99

Intervention Deadline: 10/08/99

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

**IN THE MATTER OF THE APPLICATION OF)
ALLIED COMMUNICATIONS GROUP D/B/A)
ACG FOR A CERTIFICATE OF AUTHORITY)
TO PROVIDE TELECOMMUNICATIONS)
SERVICES IN SOUTH DAKOTA)**

**ORDER DENYING
CERTIFICATE OF
AUTHORITY

TC99-096**

On September 20, 1999, 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 Allied Communications, Inc. d/b/a ACG (ACG).

ACG proposed to become a reseller of interexchange telecommunications services. A proposed tariff was filed by ACG. The Commission has classified long distance service as fully competitive.

On September 2, 1999, the Commission electronically transmitted notice of the filing and the intervention deadline of October 4, 1999, to interested individuals and entities. Commission Staff requested additional information from ACG on numerous occasions. ACG never provided the requested information to Staff.

No petitions to intervene or comments were filed and at its regularly scheduled August 22, 2000, meeting, the Commission considered ACG's request for a certificate of authority. Pursuant to ARSD 20:10:24:03, Commission Staff recommended denial of the application for a certificate of authority due to insufficient financial, technical, and managerial information.

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 ACG has not met the legal requirements established for the granting of a certificate of authority. ACG has not, in accordance with SDCL 49-31-3, demonstrated sufficient financial, technical, and managerial capabilities to offer telecommunications services in South Dakota. The Commission denies ACG's application for a certificate of authority. As the Commission's final decision in this matter, it is therefore

ORDERED, that ACG's application for a certificate of authority is hereby denied.

Dated at Pierre, South Dakota, this 25th day of August, 2000.

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:	<u>Aldine Kalds</u>
Date:	<u>8/28/00</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman
Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner