

TCOO-114

S & S Communications

S & S Communications
Aberdeen, SD 57401

Phone 605 225 2806
Fax 605 225 6650

TC00-114

Altema-Cell

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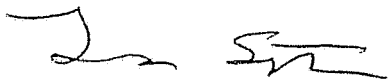
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

ATT Harlon Best

Enclosed Please find 11 copys of the Application for Certificate of Authority.
If you have any questions please contact Don Niles 612-349-3007

Sincerely,

S&S Communications



Les Sumption

STATE OF SOUTH DAKOTA
BEFORE THE PUBLIC UTILITIES COMMISSION

RECEIVED
FEB 1 2000

In the Matter of the
Application of S&S Communications/
Alterna-Cell for Authority to Resell
Interexchange Telecommunications
Services in the State of South Dakota

File No. SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION
**APPLICATION FOR
AUTHORITY**

INTRODUCTION

S&S Communications/Alterna-Cell ("S&S") hereby applies to the South Dakota Public Utilities Commission (the "Commission") for certification as an interexchange carrier of telecommunications within the State of South Dakota.

INFORMATION REQUIRED BY THE COMMISSION

S&S hereby provides the information required for applications by interexchange carriers under the Commission's Telecommunications Service Rules, 20:10:24:02.

- 1. Name, Address, and telephone number of S&S.

S&S Communications/Alterna-Cell
125 Railroad Ave. S.E.
Aberdeen, SD 57401
605-225-6650

- 2. The name under which S&S will provide services if different than (1) above.

S&S will operate under the name listed in (1) above until fourth quarter 2000 when it will incorporate as RealTel, Inc. and do business as described in 3(c) below.

- 3. If S&S is a corporation, (a) the state of incorporation, date of incorporation, a copy of its certificate of incorporation or a copy of its certificate of authority to transact business in South Dakota; (b) the address of S&S's principal office, if any, in South Dakota and S&S's current registered agent in South Dakota; (c) the names and addresses of any corporation, association, partnership, cooperative or individual holding a 20 percent or greater ownership interest in S&S and the amount and character of the ownership interest; (d) the names and addresses of subsidiaries owned or controlled by S&S.

(a) S&S is a South Dakota partnership.

S&S will provide the described service by contracting with underlying facilities-based carriers to resell their interexchange services within South Dakota. S&S intends to provide some of its own switching for long distance customers beginning in fourth quarter 2000.

7. The geographic areas in which the services will be offered, including a map describing the service area.

Throughout the State of South Dakota.

8. A current balance sheet and income statement; a copy of S&S's latest annual report; a copy of S&S's report to stockholders; and a copy of applicant's tariff with the terms and conditions of services.

Copies of S&S's current balance sheet, income statement and latest annual report are attached hereto as Exhibit A.

S&S has prepared a proposed tariff for South Dakota which lists the rates, terms and conditions for service for all services for South Dakota. S&S may submit additional changes or modifications to this proposed tariff during the application process. S&S's proposed tariff is attached as Exhibit B.

9. The names and addresses of S&S's representatives to whom all inquiries should be made regarding complaints and regulatory matters and a description of how S&S handles customer billings and customer service matters.

Les Sumption, General Manager
S&S Communications/Alterna-Cell
125 Railroad Ave. S.E.
Aberdeen, SD 57401
605-225-6650

In addition, any questions regarding S&S's filing or regulatory matter may be directed to S&S's counsel:

Donald W. Niles
Patterson, Thunte & Skaar, P.A.
4800 IDS Center
80 South 8th Street
Minneapolis, MN 55402
612-349-5470
fax: 612-349-9266

Customer service and customer billing will be provided from S&S's main office in Aberdeen, South Dakota by S&S's own employees. Customer's may reach S&S's customer service personnel at 877-436-4174 or 605-225-6650.

10. A list of the states in which S&S is registered or certified to do business and if S&S has been denied registration or certification in any state, the reasons for the denial.

S&S has registered its intention to provide the above-listed services in the State of Iowa, and received and acknowledgment and statement that such services are unregulated in Iowa. S&S has also registered to provide the above-listed services in the State of Montana. S&S has not been denied certification or authorization in any state.

11. A detailed description of how S&S intends to market its services, the qualifications of its marketing sales personnel, its target market, whether S&S engages in any multilevel marketing and copies of any company brochures used to assist in the sale of services.

S&S will be marketing its services to businesses and high use residential customers throughout South Dakota by means of its own sales force. S&S's experienced sales force consists of employees who market S&S's wireless services within South Dakota. S&S will not engage in any multilevel marketing within South Dakota. A copy of S&S's current marketing materials is attached as Exhibit C.

12. Cost support for rates shown in S&S's tariff for all noncompetitive or emerging competitive services.

Not applicable to S&S. As evidenced by S&S's proposed tariff, all of the services listed are competitive services.

CONCLUSION

S&S requests that the Commission certify it as a reseller of interexchange telecommunications services in South Dakota.

Dated: July 20, 2000

Respectfully submitted,

S&S Communications/Alterna-Cell

By: 
Les Sumption

FINANCIAL STATEMENTS
FOR THE SIX MONTHS ENDED JUNE 30, 2000

PREPARED FOR:
S & S COMMUNICATIONS
125 RAILROAD AVE SE
ABERDEEN, SD 57401

PREPARED BY:

CLARK & HOPFINGER, LTD.
102 SO. 2ND ST.
ABERDEEN, SD 57402
(605)-225-8890

JULY 20, 2000

EXHIBIT A

S & S Communications
125 Railroad Ave SE
Aberdeen, SD 57401

To the Management:

We have compiled the accompanying statement of assets, liabilities and equity - income tax basis of S & S Communications (a partnership) as of June 30, 2000, and the related statement of revenues and expenses - income tax basis for the six months then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The financial statements have been prepared on the income tax basis of accounting which is a comprehensive basis of accounting other than generally accepted accounting principles.

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.

Income tax basis requires adjustments to accounts such as inventory, accounts receivable, and accounts payable for changes made during the interim periods as well as at year end. These adjustments have not been made and the effect of the departure has not been determined.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenues, and expenses as per the basis of accounting stated above. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Clark & Hopfinger Ltd.

CLARK & HOPFINGER LTD

July 20, 2000

S & S COMMUNICATIONS
 STATEMENT OF ASSETS, LIABILITIES AND EQUITY
 June 30, 2000

ASSETS

CURRENT ASSETS			
CASH IN BANK-CHECKING	1,133.55		
ACCOUNTS RECEIVABLE	33,919.00		
INVENTORY	<u>145,028.98</u>		
TOTAL CURRENT ASSETS		\$	<u>180,081.53</u>
PROPERTY AND EQUIPMENT			
BUILDINGS	72,192.82		
EQUIPMENT	723,552.51		
VEHICLES	<u>10,915.03</u>		
	806,660.46		
LESS: ACCUMULATED DEPRECIATION	<u>453,871.00</u>		
NET PROPERTY AND EQUIPMENT			352,789.46
OTHER ASSETS			
PREPAID LEASE EXP - LEHMAN	3,500.00		
PREPAID TOWER LICENSE - SABO	<u>8,159.24</u>		
TOTAL OTHER ASSETS			<u>11,659.24</u>
TOTAL ASSETS		\$	<u>544,530.23</u>

SEE ACCOUNTANT'S COMPILATION REPORT

S & S COMMUNICATIONS
STATEMENT OF ASSETS, LIABILITIES AND EQUITY
June 30, 2000

LIABILITIES AND EQUITY

CURRENT LIABILITIES		
ACCOUNTS PAYABLE	6,651.50	
SHORT TERM LOANS	60,000.00	
US WEST NOTE	7,126.00	
CURRENT PORTION LT DEBT	5,643.00	
SALES TAX PAYABLE	5,630.95	
FICA TAX PAYABLE	<u>923.84</u>	
TOTAL CURRENT LIABILITIES		\$ 85,975.29
LONG-TERM LIABILITIES		
NOTE - ABERDEEN CREDIT UNION	1,943.05	
NOTES PAYABLE - INDIVIDUALS	685,887.59	
LESS CURRENT PORTION LT DEBT	<u>(5,643.00)</u>	
TOTAL LONG-TERM LIABILITIES		<u>682,187.64</u>
TOTAL LIABILITIES		768,162.93
EQUITY		
CAPITAL, MATT	(135,981.17)	
WITHDRAWALS - MATT	(13,241.00)	
CAPITAL, LES	(161,466.92)	
WITHDRAWALS - LES	(17,290.80)	
CURRENT YEAR INCOME (LOSS)	<u>104,377.19</u>	
TOTAL EQUITY		<u>(223,602.70)</u>
TOTAL LIABILITIES AND EQUITY		\$ <u>544,560.23</u>

SEE ACCOUNTANT'S COMPILATION REPORT

S & S COMMUNICATIONS
 STATEMENT OF REVENUE AND EXPENSES
 FOR THE SIX MONTHS ENDED JUNE 30, 2000

	AMOUNT	
REVENUE		
SALES	\$ 28,500.00	
MISCELLANEOUS INCOME	1,240.00	
LESS: RETURNS & ALLOWANCES	<u>(1,240.00)</u>	
TOTAL REVENUE	\$ 28,500.00	
COST OF SALES		
PURCHASES	\$ 2,000.00	
COST OF TELECOMMUNICATIONS	20,700.00	
COMMISSIONS	<u>1,000.00</u>	
TOTAL COST OF SALES	\$ 23,700.00	
GROSS PROFIT FROM OPERATIONS	<u>\$ 4,800.00</u>	
OPERATING EXPENSES		
ADMINISTRATIVE	\$ 2,000.00	
ADVERTISING	10,000.00	
VEHICLE	1,000.00	
DEPRECIATION	1,000.00	
DUES & FEES	1,000.00	
INSURANCE	1,000.00	
BANK CHARGES	1,000.00	
POSTAGE & FREIGHT	1,000.00	
RENT	1,000.00	
REPAIRS	1,000.00	
SUPPLIES	1,000.00	
OFFICE SUPPLIES	1,000.00	
REAL ESTATE TAXES	1,000.00	
EMPLOYERS FICA	1,000.00	
STATE UNEMPLOYMENT	1,000.00	
FEDERAL UNEMPLOYMENT	1,000.00	
TELEPHONE	1,000.00	
UTILITIES	1,000.00	
WAGES	1,000.00	
MISCELLANEOUS	1,000.00	
TOTAL OPERATING EXPENSES	<u>\$ 28,500.00</u>	
NET PROFIT (LOSS)	<u>\$ 0.00</u>	

FINANCIAL STATEMENTS

FOR THE TWELVE MONTHS ENDED DECEMBER 31, 1999

PREPARED FOR:

S & S COMMUNICATIONS

125 RAILROAD AVE SE

ABERDEEN, SD 57401

PREPARED BY:

CLARK & HOFFINGER, LTD.

102 SO. 2ND ST.

ABERDEEN, SD 57402

(605) 223-8000

JULY 19, 2000

S & S Communications
125 Railroad Ave SE
Aberdeen, SD 57401

To the Management:

We have compiled the accompanying statement of assets, liabilities and equity - income tax basis of S & S Communications in partnership, as of December 31, 1999, and the related statement of revenues and expenses - income tax basis for the twelve months then ended, in accordance with standards on standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The financial statements have been prepared on the income tax basis of accounting which is a comprehensive basis of accounting other than generally accepted accounting principles.

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.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenues, and expenses as per the basis of accounting stated above. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Clark & Hopfinger, Ltd.

CLARK & HOPFINGER LTD

July 19, 2000

S & S COMMUNICATIONS
 STATEMENT OF ASSETS, LIABILITIES AND EQUITY
 DECEMBER 31, 1999

ASSETS

CURRENT ASSETS

CASH IN BANK-CHECKING
 ACCOUNTS RECEIVABLE
 INVENTORY
 TOTAL CURRENT ASSETS

1,591.93
 30,919.00
97,139.07

\$ 132,650.00

PROPERTY AND EQUIPMENT

BUILDINGS
 EQUIPMENT
 VEHICLES

62,580.85
 603,608.47
10,915.03
 707,084.35
418,471.00

LESS: ACCUMULATED DEPRECIATION
 NET PROPERTY AND EQUIPMENT

288,613.35

OTHER ASSETS

PREPAID LEASE EXP - LEHMAN
 PREPAID TOWER LICENSE - SABO
 TOTAL OTHER ASSETS

1,500.00
8,189.24

11,689.24

TOTAL ASSETS

\$ 432,952.59

S & S COMMUNICATIONS
STATEMENT OF ASSETS, LIABILITIES AND EQUITY
DECEMBER 31, 1999

LIABILITIES AND EQUITY

CURRENT LIABILITIES		
ACCOUNTS PAYABLE	6,651.50	
US WEST NOTE	7,126.00	
CURRENT PORTION LT DEBT	5,643.00	
SALES TAX PAYABLE	27,422.41	
FICA TAX PAYABLE	1,170.14	
TOTAL CURRENT LIABILITIES	<u>48,013.05</u>	\$ 48,013.05
LONG-TERM LIABILITIES		
NOTE - ABERDEEN CREDIT UNION	2,143.05	
NOTES PAYABLE - INDIVIDUALS	686,687.59	
LESS CURRENT PORTION LT DEBT	<u>(5,643.00)</u>	
TOTAL LONG-TERM LIABILITIES	<u>683,187.64</u>	\$ 683,187.64
TOTAL LIABILITIES		<u>730,400.69</u>
EQUITY		
CAPITAL, MATT	(151,654.76)	
WITHDRAWALS - MATT	(21,441.46)	
CAPITAL, LES	(104,643.71)	
WITHDRAWALS - LES	(35,938.27)	
CURRENT YEAR INCOME (LOSS)	<u>82,210.11</u>	
TOTAL EQUITY		<u>(227,448.09)</u>
TOTAL LIABILITIES AND EQUITY		<u>\$ 412,952.60</u>

S & S COMMUNICATIONS
STATEMENT OF REVENUE AND EXPENSES
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 1999

	AMOUNT	Percent
REVENUE		
SALES		
LESS: RETURNS & ALLOWANCES	\$ 705,964.62	100.4 %
TOTAL REVENUE	<u>(2,754.06)</u> 703,210.56	<u>(.4)</u> 100.0
COST OF SALES		
PURCHASES	48,227.89	6.9
COST OF TELECOMMUNICATIONS	619,729.27	88.1
COMMISSIONS	21,492.94	3.0
TOTAL COST OF SALES	<u>689,450.10</u>	<u>98.1</u>
GROSS PROFIT FROM OPERATIONS	243,760.46	34.7
OPERATING EXPENSES		
ADMINISTRATIVE	17,221.71	2.4
ADVERTISING	3,724.81	.5
DEPRECIATION	2,516.99	.4
DEPORTIZATION EXPENSE	82,424.00	11.7
EXPENSES	482.15	.1
INSURANCE	2,177.58	.3
INTEREST	600.00	.1
BANK CHARGES	12,400.00	1.8
STAGE & FREIGHT	1,697.73	.2
RENT	268.46	.0
REPAIRS	1,076.10	.2
SUPPLIES	140.40	.0
OFFICE SUPPLIES	537.01	.1
REAL ESTATE TAXES	3,908.55	.5
EMPLOYERS FICA	1,319.93	.2
STATE UNEMPLOYMENT	1,226.90	.2
FEDERAL UNEMPLOYMENT	77.86	.0
BOOKING	215.17	.0
UTILITIES	36.06	.0
EXPENSES	8,271.94	1.2
CELLANEOUS	16,038.00	2.3
TOTAL OPERATING EXPENSES	<u>2,108.76</u>	<u>3.0</u>
NET PROFIT (LOSS) OPERATIONS	243,760.46	34.7
OTHER INCOME		
OTHER EXPENSES		
NON-DEDUCTIBLE PENALTIES	(5,181.99)	(.7)
TOTAL OTHER INCOME AND EXPENSES	<u>(5,181.99)</u>	<u>(.7)</u>
NET PROFIT (LOSS)	\$ <u>238,578.47</u>	<u>34.0</u>

SEE ACCOUNTANT'S COMPILATION REPORT

**SOUTH DAKOTA INTRASTATE INTEREXCHANGE
TELECOMMUNICATIONS TARIFF**

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for interstate interexchange telecommunications services within the State of South Dakota by S & S Communications / Alterna-Cell / Company. This Tariff is on file with the South Dakota Public Utilities Commission ("Commission"), and copies may also be inspected during normal business hours, at the following Company location: 125 Railroad Avenue E., Aberdeen, SD 57401.

Issued: June ____, 2000

Effective: _____

Issued by

Lee Swanson, President
S & S Communications / Alterna-Cell
125 Railroad Avenue E.
Aberdeen, SD 57401

CONCURRING, CONNECTING, PARTICIPATING AND UNDERLYING CARRIERS

CONCURRING CARRIERS:

No Concurring Carriers

CONNECTING CARRIERS:

South Dakota Network
US West Communications

OTHER PARTICIPATING CARRIERS:

No Participating Carriers

UNDERLYING CARRIERS:

MCI WorldCom Network Services, Inc.

Issued: June __, 2000

Effective: _____

Issued by: Les Sumption, President
S & S Communications / Alterna-Cell
125 Railroad Avenue E.
Aberdeen, SD 57401

APPLICABILITY

This Tariff contains the service offerings, rates, terms and conditions applicable to the furnishing of intrastate interexchange telecommunications services within the State of South Dakota by the Company.

Issued: June __, 2000

Effective:

Issued by: Les Sumption, President
S & S Communications / Alterna-Cell
125 Railroad Avenue E.
Aberdeen, SD 57401

APPLICABILITY

This Tariff contains the service offerings, rates, terms and conditions applicable to the furnishing of intrastate interexchange telecommunications services within the State of South Dakota by the Company.

Issued: June ____, 2000

Effective: _____

Issued by: Les Sumption, President
S & S Communications / Alterna-Cell
125 Railroad Avenue E.
Aberdeen, SD 57401

EXPLANATION OF SYMBOLS

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

Issued: June 1, 2000

Effective: _____

Issued by: Les Sumption, President
S & S Communications / Alterna-Cell
125 Railroad Avenue E.
Aberdeen, SD 57401

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Issued June 2009

Issued by

Les Stumpton, President
S & S Communications / Alterna-Cell
125 Railroad Avenue E.
Aberdeen, SD 57401

Effective:

SECTION 3 - Description of Service.

- 3.1 - General
- 3.2 - Timing of Calls

SECTION 4 - Service Offerings, and Rates and Charges

- 4.1 - Basic Service
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- 4.7 - Directory Assistance
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- 4.9 - Toll Fraud Usage
- 4.10 - Payphone Use Service Charge

ATTACHMENT 1 - Sample Service Agreement

Issued: June ____, 2000

Issued by

Les Sampson, President
S & S Communications - Minnesota, Inc.
125 Railroad Avenue E.
Aberdeen, SD 57401

SECTION 1 – TERMS AND ABBREVIATIONS

Access Line – An arrangement which connects the Customer's location to the Company's designated point of presence or network switching center.

Authorization Code – A pre-defined series of numbers to be dialed by the Customer upon access to the Company's system to validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of its assigned Authorization Code.

Calling Card Call – A billing arrangement whereby the originating caller may bill the charges for a call to an approved Company-issued calling card.

Collect Call – Calls billed to the called party where the called party must accept charges for the call and is responsible for payment.

Commercial Credit Card Call – A billing arrangement by which a call may be charged to an authorized major commercial credit card, such as MasterCard, VISA, or Diners Club.

Commission – refers to the South Dakota Public Utilities Commission.

Company – S & S Communications / Alterna-Cell.

Customer – The person, firm or corporation, or other entity which orders, cancels, amends, or uses services and is responsible for the payment of charges and/or compliance with tariff regulations.

IntraLATA – Pertaining to calls that originate and terminate within a single LATA.

InterLATA – Pertaining to calls that originate in one LATA and terminate in a different LATA.

LATA – Local Access and Transport Area.

LEC – Local Exchange Company.

Issued: June __, 2000

Effective: _____

Issued by: Les Sumption, President
S & S Communications / Alterna-Cell
125 Railroad Avenue E.
Aberdeen, SD 57401

SECTION 1 – TERMS AND ABBREVIATIONS (CONT'D)

Operator Dialed Surcharge – A charge applying to calls made when the user dials any valid company operator code and requests that the operator dial the destination number.

Operator Station Call – A service whereby the caller places a non-Person to Person call with the assistance of an operator (live or automated).

Person to Person Call – A service whereby the person originating the call specifies a particular person, room or a particular station, room number, department or office to be reached through a PBX attachment.

Personal Identification Number (PIN) – See Authorization Code.

Third Party Billing – A billing arrangement by which the charges for a call may be billed to a telephone number which is different from the calling number and the called number.

1.1 Explanation of Acronyms and Trade Names Used in This Tariff

CPE	Customer Premises Equipment
S & S	S & S Communications / Alterna-Cell
IXC	Interexchange Carrier
LATA	Local Access and Transport Area
LEC	Local Exchange Carrier
NPA	Numbering Plan Area
PBX	Private Branch Exchange

Issued: June __, 2000

Issued by: Les Sumption, President
S & S Communications / Alterna-Cell
125 Railroad Avenue E.
Aberdeen, SD 57401

SECTION 2 – RULES AND REGULATIONS**2.1 Undertaking of the Company**

The Company's services and facilities are furnished for communications originating and terminating within the State of South Dakota under the terms and conditions of this Tariff.

The Company installs, operates, and maintains the communications services provided hereunder in accordance with the terms and conditions set forth under this Tariff. 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 the Company network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations of Service

- 2.2.1 Service is offered subject to Customer completing and Company accepting an application for service, subject to the availability of the necessary facilities and equipment or both facilities and equipment, and subject to the provisions of this Tariff.
- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this Tariff, or in violation of the law.
- 2.2.3 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 connections.
- 2.2.4 All facilities provided under this Tariff are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer by Customer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6 The Company reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

2.3 Use

Services provided under this Tariff may be used for any lawful purposes for which the service is technically suited, provided that such use is voice only, and not internet or data transmission.

Issued: June __, 2000

Effective: _____

Issued by: Les Sumption, President
S & S Communications / Alterna-Cell
125 Railroad Avenue E.
Aberdeen, SD 57401

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1 Liability Limitations of the Company

- 2.1.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.1.2 The Company shall not be liable for any claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service of facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.1.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Customer under this Tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.1.4 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

2.2 Taxes and Fees

- 2.2.1 Any governmental taxes and fees, assessments, license, or other similar taxes or fees imposed upon Company on a per call and/or usage basis shall be billed to Customer pro rata, insofar as practical, in addition to the rates and charges set forth in this Tariff, and shall be stated separately on the Customer's bill.
- 2.2.2 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect them or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and the Payphone Surcharge.

Revised: _____

Effective: _____

Issued by:

Les Sumption, President
S & S Communications / Alterna-Cell
125 Railroad Avenue E.
Aberdeen, SD 57401

SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.6 Terminal Equipment**

The Company's facilities and services may be used with or terminated on Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.7 Installation and Termination

Service is installed and terminated upon mutual agreement between the Customer and the Company, except as otherwise provided in this Tariff.

2.8 Service Agreement

A Service Agreement is used when the Company and the Customer enter into certain term and/or other contractual commitments as described in this Tariff. A sample Service Agreement may be found in Attachment I of this Tariff, which is incorporated herein by reference.

2.9 Payment for Service

2.9.1 All fees and charges billed to the Customer are payable to the Company. Terms and conditions for payment shall be in compliance with Commission rules. Denial of service to Customers for non-payment will only occur with the proper notice required by Commission rules.

2.9.2 All bills shall be rendered monthly. Bills are due within 20 days after issuance and deposit in the U.S. Mail. All Customer surcharges will be stated separately on billings.

2.9.3 Return Check Charge

A return check charge of \$20.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to South Dakota law and rules of the Commission.

Issued: June __, 2000

Effective: _____

Issued by:

Les Sumption, President
S & S Communications / Alterna-Cell
125 Railroad Avenue E.
Aberdeen, SD 57401

SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.10 Interconnection**

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates, and conditions of the other carriers. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.11 Refusal or Discontinuance by Company

2.11.1 The Company may refuse or discontinue service with proper notice to the Customer for any of the following reasons:

- (A) For failure of the Customer to pay a bill for service when it is due
- (B) For failure of the Customer to meet the Company's deposit and credit requirements
- (C) For failure of the Customer to make proper application for service
- (D) For Customer's violation of any of the Company's rules on file with the Commission
- (E) For failure of the Customer to provide the Company reasonable access to its equipment and property
- (F) For Customer's breach of the Service Agreement between the Company and the Customer
- (G) For a failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service
- (H) When necessary for the Company to comply with any law, regulation, order or request of any governmental authority having jurisdiction

2.11.2 The Company may refuse or discontinue service without notice to the Customer for any of the following reasons:

Revised: June 1, 1990

Effective: _____

Revised by:

Les Sampson, President
S & S Communications / Alterna-Cell
125 Railroad Avenue E.
Aberdeen, SD 57401

SECTION 2 – RULES AND REGULATIONS (CONT'D)

- (A) In the event of tampering with the Company's equipment
- (B) In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company.
- (C) In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- (D) In the event of fraudulent use of the service.

2.12 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, or to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the liability limitations provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within its control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by automatic dialing equipment are not deemed an interruption of service as defined herein.

Customers will receive a bill credit proportionate to the amount of monthly charges for all services rendered inoperative during the interruption. The adjustment shall begin with the hour of the report of the interruption to the Company.

2.13 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made if less than 24 hours.

2.14 Tests, Pilots, Promotional Campaigns, Contests and Competitive Responses

The Company may conduct special tests, pilot programs, waivers and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services in accordance with the rules of the Commission. The Company may also offer special pricing (rates and charges) in response to competition, subject to the Commission's rules regarding the same.

2.15 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Company, including legal and accounting expenses. Customer is also responsible for recovery costs of Company provided equipment and any expenses required for repair or replacement of damaged equipment.

Issued: June __, 2000

Effective: _____

Issued by: Les Sumpton, President
S & S Communications / Alterna-Cell
125 Railroad Avenue E.
Aberdeen, SD 57401

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.16 Customer Inquiry and Complaints

Customers may direct inquiries and complaints to the Company or the Commission at the addresses and toll free numbers set forth below:

S & S Communications / Alterna-Cell
125 Railroad Avenue E.
Aberdeen, South Dakota 57401
877-436-4174

South Dakota Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, South Dakota 57501
(800) 332-1782

2.17 Operator Services

The Company does not provide operator service. Such calls are routed through the local exchange company or through the underlying carrier if Customer dials "1+", and billed accordingly.

2.18 Emergency Services

If a caller dials "911" or any other emergency access telephone number, such calls are routed through the local exchange company.

2.19 Directory Assistance Services

Such calls are routed through the local exchange company, or through the underlying carrier if Customer dials "1+", and billed accordingly.

Issued: June __, 2000

Issued by: Les Sumption, President
S & S Communications / Alterna-Cell
125 Railroad Avenue E.
Aberdeen, SD 57401

Effective: _____

SECTION 3 – DESCRIPTION OF SERVICE**3.1 General**

The Customer is charged for each call placed through the Company. Charges are computed based on duration of each call. Duration of each call is measured as stated in the description for each service offering.

3.2 Timing of Calls

Billing for calls placed over the network is based on the duration of the call.

3.2.1 Timing for all calls 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. A positive response from the called party is required for all calls.

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

3.2.3 Minimum call duration of eighteen (18) seconds is used for billing and additional increments for billing of six (6) seconds are used for additional increments.

3.2.4 There is no billing applied for incomplete calls.

Issued: June __, 2000

Effective _____

Issued by:

Les Sumption, President
S & S Communications / Alterna-Cell
125 Railroad Avenue E.
Aberdeen, SD 57401

SECTION 4 – SERVICE OFFERINGS, AND RATES AND CHARGES

4.1

Basic Service***Rates**

No Term Commitment	\$.10 per minute
18 Month Term Commitment	\$.09 per minute

- * No Monthly Fees
- * No Monthly Minimum/Maximum
- * If the Customer cancels service prior to expiration of the Term Commitment, or if the Company cancels service prior to expiration of the Term Commitment due to Customer's breach of this Tariff or the Service Agreement, then in either of those events, the Customer shall be liable to the Company for the greater of (1) all previously earned discounts, or (2) an amount equal to the estimated usage (based on prior usage) remaining on the balance of the Term Commitment.

Issued: June ____, 2000

Effective: _____

Issued by: Les Sumption, President
S & S Communications / Alterna-Cell
125 Railroad Avenue E.
Aberdeen, SD 57401

SECTION 4 -- SERVICE OFFERINGS, AND RATES AND CHARGES (CONT'D)

4.2	<u>Association Plans*</u>	<u>Rates</u>
	5 Year Term Commitment/500 Minutes Per Month	\$.061 per minute (\$1,837.65 total)
	5 Year Term Commitment /1350 Minutes Per Month	\$.045 per minute (\$1,675.00 total)

- * Total rates and charges must be pre-paid in advance by Customer at time of signing of Service Agreement (or Customer may arrange for pre-payment to be financed through a third-party financing company), and are non-refundable.
- * Calls over allotted time will be billed at Basic Service rates (\$.10 per minute)
- * Usage may include Calling Card calls
- * Customer may subscribe to multiple Association Plans for all of its accounts and/or locations
- * Company may periodically market these plans at trade shows and other special promotions by adding an additional year of service at the same aggregate price.

Issued: June __, 2000

Effective:

Issued by: Les Sumption, President
S & S Communications / Alterna-Cell
125 Railroad Avenue E.
Aberdeen, SD 57401

SECTION 4 – SERVICE OFFERINGS, AND RATES AND CHARGES (CONT'D)

4.3

Residential Plans*Rates

3 Year Term Commitment/Unlimited Minutes Per Month	\$75.00 per month (\$2,700.00 total)
5 Year Term Commitment/Unlimited Minutes Per Month	\$52.83 per month (\$3,170.00 total)

- * Total rates and charges must be pre-paid in advance at time of signing of Service Agreement (or Customer may arrange for pre-payment to be financed through a third-party financing company), and are non-refundable except as otherwise provided herein.
- * Only available to residential customers/lines
- * Customer must qualify for the Residential Plans by providing the Company with the 3 most recent long distance invoices showing that Customer's average long distance usage does not exceed \$100.00 per month.
- * Company may terminate the Residential Plans in the event Customer's actual usage exceeds, or is expected to exceed, \$400.00 in any one month (based upon Basic Service rates), and if such termination occurs, Customer shall be liable to Company for any usage in excess of the pre-paid amount, and Customer shall be entitled to a refund for any remaining balance of the pre-paid amount (each based upon Basic Service rates of \$.10 per minute regarding the excess usage).
- * Company may periodically market these plans at trade shows and other special promotions by adding an additional year of service at the same aggregate price.

Issued: June ____, 2000

Effective: _____

Issued by: Les Sumption, President
S & S Communications / Alterna-Cell
125 Railroad Avenue E.
Aberdeen, SD 57401

SECTION 4 -- SERVICE OFFERINGS, AND RATES AND CHARGES (CONT'D)

44

Commercial Plan*Rates

3 Year Term Commitment/Unlimited Minutes Per Month \$153.30 per month (\$5,519.00 total)

- * Total rates and charges must be pre-paid in advance at time of signing Service Agreement (or Customer may arrange for pre-payment to be financed through a third-party financing company), and are non-refundable except as otherwise provided herein.
- * Customer must qualify for the Commercial Plan by providing the Company with the 3 most recent long distance invoices showing that Customer's average long distance usage does not exceed \$500.00 per month.
- * Company may terminate the Commercial Plan in the event Customer's actual usage exceeds, or is expected to exceed, \$750.00 in any one month (based upon Basic Service rates), and if such termination occurs, Customer shall be liable to Company for any usage in excess of the pre-paid amount, and Customer shall be entitled to a refund for any remaining balance of the pre-paid amount (each based upon Basic Service rates of \$.10 regarding the excess usage).
- * Company may periodically market this plan at trade shows and other special promotions by adding an additional year of service at the same aggregate price.

Issued here _____ 2000

Effective: _____

Issued by:

Les Sumption, President
S & S Communications / Alterna-Cell
125 Railroad Avenue E.
Aberdeen, SD 57401

SECTION 4 - SERVICE OFFERINGS, AND RATES AND CHARGES (CONT'D)

4.5	<u>800/888 Inbound</u>	<u>Rates</u>
		\$.10 per minute

Issued: June ____, 2000

Issued by: Les Sumption, President
S & S Communications / Alterna-Cell
125 Railroad Avenue E
Aberdeen, SD 57401

SECTION 4 - SERVICE OFFERINGS, AND RATES AND CHARGES (CONT'D)

4

Calling Card

Rates

If Customer subscribing to other Company services	\$.17 per minute
If Customer not subscribing to other Company services	\$.19 per minute

Effective: _____

Signed by:

Lee Sampson, President
S & S Communications / Alterna-Cell
125 Railroad Avenue E.
Aberdeen, SD 57401

SECTION 4 - SERVICE OFFERINGS, AND RATES AND CHARGES

4.7	<u>Directory Assistance</u>	<u>Rate</u>
		\$1.00 per call

Issued: June ____, 2000

Issued by:

Les Slaughter, President
S & S Communications / Alterna-Cell
135 Railroad Avenue #
Aberdeen, SD 57401

SECTION 4 - SERVICE OFFERINGS, AND RATES AND CHARGES (CONT'D)

S.S.	Cellular	Rates
		\$5.00 per month

* See schedule for other service customers.

Revised: _____

Effective: _____

Approved by:

Les Sampson, President
S.S. Communications / Alteona-Cell
121 Railroad Avenue E
Abbeville, SD 57401

SECTION 4 - SERVICE OFFERINGS, AND RATES AND CHARGES (CONT'D)

4.9

Toll Fraud Usage

Service obtained by customer and /or third parties through toll fraud shall be billed to the party or parties participating in, furthering or otherwise causing such usage at a rate of \$.30 per minute. Toll fraud usage includes internet usage under unlimited calling plans. Toll fraud usage involving credit card fraud shall also incur an additional charge of \$.50 per each credit card access.

Revised Date: 10/00

Effective: _____

Issued by:

Les Sumption, President
S & S Communications / Alterna-Cell
125 Railroad Avenue E
Aberdeen, SD 57401

SECTION 4 - SERVICE OFFERINGS, AND RATES AND CHARGES (CONT'D)

4.10

Payphone Use Service Charge

A payphone use service charge applies to each completed inter-ATA and intra-ATA long distance call made over a payphone, including those made using a calling card, collect calls, calls billed to a third number, completed calls to directory assistance, and prepaid card service calls. All customers will pay the Company a per call service charge of \$.30.

Issued: June ____, 2000

Issued by

Les Sampson, President
S & S Communications / Alterna-Cell
125 Railroad Avenue E.
Aberdeen, SD 57401

**SAMPLE SERVICE AGREEMENT
(ATTACHMENT I)**

Issued Date _____ 2000

Effective _____

Issued by

Les Sumption, President
S & S Communications / Alterna-Cell
125 Railroad Avenue E
Aberdeen, SD 57401

Communications Long Distance Service Agreement

New Contract Change

Customer Name		Company Name	
Home Street Address	PO Box	Business Street Address	PO Box
City/State/Zip Code		City/State/Zip Code	
Home Phone	Other	Contact Name	Work Phone
Social Security Number	Social Security Number	Social Security Number	Social Security Number

Continental US Residential Plans

5 Year - Unlimited Long Distance Service (\$3170.00)
 • Not for Internet use
 Notes:

3 Year - Unlimited Long Distance Service (\$2700.00)
 • Not for Internet use
 Notes:

Association

6 Year - 1350 minutes per month (\$3475.00)
 • Over 1350 minutes billed at 10¢ per minute
 Notes:

3 Year - 500 minutes per month (\$1837.50)
 • Over 500 minutes billed at 10¢ per minute
 Notes:

Commercial

3 Year - Unlimited Long Distance Service (\$5519.00)
 • Not for Internet use
 Notes:

Rates By The Minute

9¢ minute
 • Requires 1yr commitment

10¢ minute
 • No commitment required

• No Monthly Fees • In or Out of State • 24hr - 7 days a week
 • No Minimum • No Limit • No Access Codes

Calling Cards Rate: _____ Dup: _____

Access Codes: _____

Access Codes: _____

Access Codes: _____

Access Codes: _____

800 Number Rate: _____

Number assigned: _____

Attached to: (phone number) _____

Leased Financed

Cash Charge

Credit Check Approval

BY SIGNATURE SUBSCRIBER CONFIRMS THE TRUTH AND COMPLETENESS OF THE INFORMATION AND AUTHORIZES COMPANY TO OBTAIN FROM ANYONE INFORMATION ABOUT SUBSCRIBER'S CREDIT HISTORY OR ITS AGENTS. UNAUTHORIZED BUSINESS SIGNATURES WILL BE PERSONALLY LIABLE FOR AMOUNTS NOT PAID WHEN DUE.

Printed Name _____

Signature _____ Date _____

Service and Equipment Approval

AT THE TIME OF THE CONTRACT AND SERVICE, CUSTOMER SHALL REVIEW THE PROPOSED SERVICE FROM A SET OF AVAILABLE RATES UNDER THE PLAN OFFERED IN THIS SERVICE AGREEMENT. CUSTOMER AGREES TO TAKE THE SERVICE UNDER THE PLAN OFFERED AND TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Customer Signature _____ Date _____

Sales Person _____ Date _____

Executive Sales Representative _____ Date _____

Local Phone Co. _____

Est. Minutes: _____

Referral Paid To: _____

Notes: _____

45 Day Grace for change over to MCI

S & S Communications

- ★ Calling Cards
- ★ 800 Numbers
- ★ Financing Available
- ★ Unlimited Long Distance Plans
- ★ All Transport provided by MCI WorldCom



PROUD PARTNERS IN TELECOMMUNICATIONS

Long Distance Plans Offered

Residential Plans

3 Year Unlimited Service monthly payments as low as **\$107.10**

- Averages \$79.78 per month
 - Financed 3 yrs. - monthly payments \$107.10 including tax
 - Cash price is \$2862.00 including tax
- Program applies to in and out of state US calls * Not for international use

5 Year Unlimited Service monthly payments as low as **\$102.55**

- Averages \$56.17 per month
 - Financed 4 yrs. - monthly payments \$102.55 including tax
 - Cash price is \$3360.20 including tax
- Program applies to in and out of state US calls * Not for international use

Commercial Plans

3 Year Unlimited Service monthly payments as low as **\$317.24**

- Averages \$112.77 per month
 - Financed 3 yrs. - monthly payments \$317.24 including tax
 - Cash price is \$5450.14 including tax
- Program applies to in and out of state US calls * Not for international use

Association Plans

5 Year - 500 minutes per month monthly payments as low as **\$59.88**

- Averages \$32.60 per month
 - Financed 4 yrs. - monthly payments \$59.88 including tax
 - Cash price is \$1957.77 including tax
- Program applies to in and out of state US calls

5 Year - 1350 minutes per month monthly payments as low as **\$118.83**

- Averages \$65.08 per month
 - Financed 4 yrs. - monthly payments \$118.83 including tax
 - Cash price is \$3875.00 including tax
- Program applies to in and out of state US calls

**We have a plan that will fit
your needs.**

Rates By The Minute

- **9¢ per minute**
• 1 1/2 year commitment required

- 10¢ per minute**
• No commitment required

- No Monthly Fee - In and Out of State**
- 24 hrs. - 7 Days a Week
 - No Minimum - No Limit
 - No Access Code



**REAL PEOPLE.
REAL SERVICE.
REAL VALUE.**

ANYTHING ELSE IS JUST A GIMMICK.

S & S Communications • 125 Railroad Avenue • Abingdon, MD • 405-725-4650 • 1-877-465-4724

EXHIBIT C

Thank You ... for choosing
S & S Communications

Call your local telephone company in 5-7 days and change your long distance provider to MCI pic code 0222 for IN STATE & OUT OF STATE long distance calling. As soon as the change has been made, put a pic code freeze on your account to PREVENT SLAMMING by another company.



\$100 Referral Bonus
for every person who you refer to
us that buys one of the
Long Distance Contracts!

*If you have any questions,
please contact your Local Sales Representative.*

S & S Communications Progress Report

1987

S & S Communications was formed in 1987 as a two way radio company which provided UHF repeater and local broadcast radio service to the Aberdeen area.

1989

In the spring of 1989, S & S Communications was a successful bidder of a government contract, for mobile radio equipment for the BIA roads division.

1990

S & S Communications expanded its territory by adding additional mobile telephone sites to Mound City, SD and Rapid, SD.

1991

The customer base quadrupled and revenues tripled. In 1991 S & S Communications acquired and moved to its current location. We won the County contract bid to design and install the new county-wide communications system for the Brown County Sheriff's Office. S & S also took over maintenance of the patrol cars and personal hand held communications equipment. S & S also installed a secure scrambling system for the new network, and a multiple-wide area tower link for the northern Brown County area.

1992

S & S added two more tower sites, one at Vayland, SD and one at Loydon, SD. We also were awarded the government bid of the new E.D.S. (Emergency Disaster Service) System, this system provides paging, repeater radio service and telephone service to all the 11 Fire Departments and all of the Ambulance services in Brown County.

1993

S & S was granted authority from the FCC to provide wide area digital SMR wireless telephone service to northeastern South Dakota.

1994

S & S began raising capital for an 8 tower SMR cellular system. By September of 1994 we had raised enough to purchase a central switch hub. S & S began its construction late in 1994 with the installation of the "trunk switch". First of its kind to be put on line in South Dakota. A joint venture between GE, Mark Systems, and S & S Communications. This switch system network will be the backbone of all service that S & S will produce, bring wireless telephone, data fax, voice mail, paging service, and long distance services to the northeast part of South Dakota areas that S & S services.

1995

S & S was the first company to successfully negotiate a special (Type 2) contract with US West Communications. This contract provided a hubbing arrangement between the S & S network and the US West network to provide a high speed long haul transport for intrastate calls in South Dakota.

Late in 1995 S & S negotiated another contract with Sprint Communications to provide interstate long distance service for the jail work. Also in 1995, S & S and in particular, Les Sumption was asked to serve on our local jail Task Force Committee to assist with the security and the communications system now in use in the old building and equipment upgrades when remodeling begins for the jail.

1996

S & S constructed a 280 ft. tower in Hoven, SD for cellular service. Expanding the operation to the Rapid, Mound City, and Akaska areas.

1998

S & S negotiates a new interstate long distance contract with MCI WorldCom. That contract will provide low cost interstate long distance service to all of our network enabling S & S Communications to be a contender in providing long distance telecommunications to South Dakota.

1999

S & S again signs a contract with MCI WorldCom for a long distance telecommunications rebilling service allowing S & S to provide long distance telecommunications and 800 number service to South Dakota.

2000

In the fourth quarter of 2000, S & S Communications will incorporate and a new company will be born called S&S Inc. Also in 2000 a new 1+ dialing switch will be installed at the Aberdeen facility.

Currently S & S Communications has applied for a nation wide carrier access code which will enable S & S to provide nation wide long distance services.

AT LAST ANOTHER NATION WIDE
TELECOMMUNICATIONS CONTENDER IS BORN.

Long Distance Plans Offered

S & S Communications

Show Specials

Residential Plans

→ 6 Year Unlimited Service

monthly payments as low as \$102.5

- * Averages \$46.81 per month
- * Financed 4 yrs - monthly payments \$102.55 plus tax
- * Cash price is \$3360.20 including tax
Program applies to in and out of state US calls.

Commercial Plan

→ 4 Year Unlimited Service

monthly payments as low as \$178.32

- * Averages \$122.09 per month
- * Financed 4 yrs. - monthly payments \$178.32 plus tax
- * Cash price is \$5850.14 including tax
Program applies to in and out of state US calls.

Association Plans

→ 6 Year - 1350 minutes per month

monthly payments as low as \$118.83

- * Averages \$54.24 per month
- * Financed 4 yrs. - monthly payments \$118.83 plus tax
- * Cash price is \$3895.00 including tax
Program applies to in and out of state US calls.

All Long Distance transport provided by MCI WorldCom

Some restrictions apply:

1. Association plans calls over plan allotted time bill at 10¢ per minute.
2. ANY Directory assistance (555-1212, ext.) will be billed at \$1.00 for each call
3. 24x 900 or International calls are included in these plans, and will be billed accordingly
4. Long distance applies to the US, 50 states
5. \$3.00 Monthly charge for detail call accounting for Unlimited Residential, Association and Commercial plans, if requested.

Long Distance Plans Offered

Residential Plans

3 Year Unlimited Service

monthly payments as low as \$107.10

- Averages \$79.78 per month
- Financed 3 yrs. - monthly payments \$107.10 plus tax
- Cash price is \$2862.00 including tax
Program applies to in and out of state US calls.

5 Year Unlimited Service

monthly payments as low as \$102.55

- Averages \$56.17 per month
- Financed 4 yrs. - monthly payments \$102.55 plus tax
- Cash price is \$3360.20 including tax
Program applies to in and out of state US calls.

Commercial Plan

3 Year Unlimited Service

monthly payments as low as \$217.78

- Averages \$162.78 per month
- Financed 3 yrs. - monthly payments \$217.78 plus tax
- Cash price is \$5850.14 including tax
Program applies to in and out of state US calls.

Association Plans

5 Year - 500 minutes per month

monthly payments as low as \$59.88

- Averages \$32.80 per month
- Financed 4 yrs. - monthly payments \$59.88 plus tax
- Cash price is \$1957.91 including tax
Program applies to in and out of state US calls.

5 Year - 1350 minutes per month

monthly payments as low as \$118.83

- Averages \$65.08 per month
- Financed 4 yrs. - monthly payments \$118.83 plus tax
- Cash price is \$3895.00 including tax
Program applies to in and out of state US calls.

Rates By The Minute

9¢ per minute

- 1 1/2 year commitment

10¢ per minute

- No commitment required

No Monthly Fee • In and Out of State • 24 hrs. • 7 Days a Week
• No Minimum • No Limit • No Access Code

All Long Distance transport provided by MCI WorldCom

Some restrictions apply:

1. Association plans will cover plan without time limit at 10¢ per minute.
2. ANY Directory assistance (555-1212, etc.) will be billed at \$1.00 per month call.
3. No 900 or International calls are included in these plans, and will be billed accordingly.
4. Long distance applies to the US, 30 states.
5. \$5.00 Monthly charge for local call accounting for Unlimited Residential, Association and Commercial plans. 7 services.

S & S Communications • 125 Railroad Avenue • Aberdeen, SD • 605-225-6550 • 1-877-436-1174

A REAL Long Distance Company that cares about REAL people

S & S Communications Progress Report

- 1987** S & S Communications was formed in 1987 as a two way radio company which provided LTR* repetitive and local telephone radio service to the Aberdeen area.
- 1988** In the Spring of 1988, S & S Communications was a successful bidder of a government contract for mobile radio equipment for the BIA roads division.
- 1990** S & S Communications expanded its territory by adding additional mobile telephone lines in Mandak City, SD and adding SD.
- 1991** The computer data quadrupled and revenues tripled. In 1991 S & S Communications acquired and moved to the current location. We won the County contract bid to design and install the new county-wide communications system for the Brown County Sheriff's Office. S & S also took over maintenance of the patrol cars and personal hand held communications equipment. S & S also installed a secure scrambling system for the new network, and a multiple wide area tower link for the northern Brown County area.
- 1992** We also were awarded the government bid of the new E.D.S. (Emergency Disaster Section) System. This system provides paging, repetitive radio service and telephone service to all the 11 Fire Departments and all of the Ambulance services in Brown County.
- 1993** S & S was granted authority from the FCC to provide wide area digital SMR wireless telephone service to northeastern South Dakota.
- 1994** S & S began raising capital for an 8 tower SMR cellular system. By September of 1994 we had raised enough to purchase a central switch hub. S & S began its construction here in 1994 with the installation of the "trunk" switch. First of all, it is to be part of the in South Dakota. A joint venture between GE, Mark Systems, and S & S Communications, the switch system network will be the backbone of all services that S & S will produce, bring wireless telephones, data fax, voice mail, paging services, and long distance services to the northeast part of South Dakota areas that S & S service.
- 1995** S & S was the first company to successfully negotiate a special (type 2) contract with US West Communications. This contract provided a hubbing arrangement between the S & S network and the US West network to provide a high speed low cost transport for interstate calls in South Dakota.
- 1996** S & S negotiated another contract with Sprint Communications to provide interstate long distance service for the network. Also in 1995, S & S and in particular Lee Sumpson was asked to serve on our local cell site design Committee to evaluate the security and the communications system now in use in the old building and government upgrades when remodeling begins to the fall.
- 1998** S & S negotiated a new interstate long distance contract with MCI WorldCom. This contract will provide low cost interstate long distance service to all of our network enabling S & S Communications to be a contender in providing long distance telecommunications to South Dakota.
- 1999** S & S negotiated a contract with MCI WorldCom for a long distance telecommunications billing service allowing S & S to provide long distance telecommunications and 800 number service to South Dakota.
- 2000** In the month of 2000, S & S Communications will incorporate and a new company will be born called East Side. Also in 2000 a new 1+ dialing which will be installed at the Aberdeen facility.

AT LAST ANOTHER NATION WIDE TELECOMMUNICATIONS CONTENDER IS BORN

Current S & S Communications has applied for a nation wide carrier access code which will enable S & S to market nation wide long distance services.

CONTINUATION

1



4539031520

REMITTER

S & J Communications

July 20, 2000

PAY TO THE ORDER OF

South Dakota, INC

\$ 250.00

THE SUM 250 DOLS 00 CTS

DOLLARS

CASHIER'S CHECK

Bobby Jenner

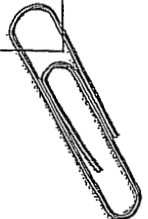
PAYABLE THROUGH
FIRST NATIONAL BANK
VERONA, NJ

⑆04 2005414⑆00153 90315204⑆

Continuation

2

of pages



South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of July 20, 2000 through July 26, 2000

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: 605-773-3889

CONSUMER COMPLAINTS

CT00-089 In the Matter of the Complaint filed by Helen Christensen, Colton, South Dakota, against Sprint Communications Company L.P. and Business Options, Inc., Regarding Unauthorized Switching of Services.

The Complainant alleges that her telecommunication service was switched without her authorization. She began to receive billings from Business Options. She is seeking credit of charges and compensation for her time.

Staff Analyst: Leni Healy
Staff Attorney: Karen Cremer
Date Docketed: 07/25/00
Intervention Deadline: NA

CT00-090 In the Matter of the Complaint filed by Ed and Janice St. Gemme, Dakota Dunes, South Dakota, against AT&T Communications of the Midwest, Inc., Regarding Unauthorized Switching of Services.

The Complainants claim that they did not authorize a switch in service. They received billings from AT&T although AT&T claims that the St. Gemme family is not a customer of AT&T. The Complainants are seeking a final resolution to this issue.

Staff Analyst: Leni Healy
Staff Attorney: Karen Cremer
Date Docketed: 07/25/00
Intervention Deadline: NA

TELECOMMUNICATIONS

TC00-112 In the Matter of the Application of Citizens Telecommunications Company of Minnesota, Inc. for a Certificate of Authority to Provide Local Exchange Services in South Dakota.

Citizens Telecommunications Company of Minnesota, Inc. has filed for a Certificate of Authority to provide local exchange service to subscribers of the Ortonville-Big Stone and Jasper, Minnesota exchanges located within the state of South Dakota. Citizens Minnesota proposes to offer local exchange service and may expand to include cellular, paging and personal communications services.

Staff Analyst: Michele Farris
Date Docketed: 07/19/00
Intervention Date: 08/11/00

TC00-113 In the Matter of the Application of Citizens Telecommunications Company of Nebraska, Inc. for a Certificate of Authority to Provide Local Exchange Services in South Dakota.

Citizens Telecommunications Company of Nebraska, Inc. has filed for a Certificate of Authority to provide local exchange service to subscribers of the Valentine exchange located within the state of South Dakota. Citizens Nebraska proposes to offer local exchange service and may expand to include cellular, paging and personal communications services.

Staff Analyst: Michele Farris
Date Docketed: 07/19/00
Intervention Date: 08/11/00

TC00-114 In the Matter of the Application of S&S Communications/Alterna-Cell for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

S&S Communications/Alterna-Cell (S&S) is seeking a Certificate of Authority to provide resold and facilities based interexchange telecommunications services in South Dakota. The applicant intends to offer interstate and intrastate long distance, voice mail services, 800 number services, and calling card services. S&S does not intend to provide operator services, which will be provided by S&S's underlying carriers and/or applicable local exchange carriers.

Staff Analyst: Keith Senger
Date Docketed: 07/21/00
Intervention Deadline: 08/11/00

TC00-115 In the Matter of the Application of Utility.com, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

Utility.com, Inc. is seeking a Certificate of Authority as a switch-based reseller in South Dakota. The applicant intends to offer 1+ and 101XXXX direct outbound dialing, 800/888 toll-free inbound dialing, travel card service, and prepaid calling card service.

Staff Analyst: Heather Forney
Date Docketed: 07/24/00
Intervention Deadline: 08/11/00

You may receive this listing and other PUC publications via our website or via internet e-mail.
You may subscribe or unsubscribe to the PUC mailing lists at <http://www.state.sd.us/puc/>

Altima-Cell



Enclosed please find the documents you required, to complete the review of our work.
Attached is a copy of the letter we received from you with the questions.

Answers to the attached questions

1. Enclosed you will find the cash flow statements (Attachment A)
2. lesfromsd@webtv.net and sscommunications@midco.net
3. Federal Tax ID # 46-0398023
4. There has been no complaints
5. We will be in contact with you upon completion of the incorporation.

Sincerely
Les Sumption
125 Railroad Ave. SE
Aberdeen SD 57401

RECEIVED
AUG 16 2001
SOUTH DAKOTA
UTILITY BOARD

S & S COMMUNICATIONS
 STATEMENT OF CASH FLOWS
 FOR THE YEAR-TO-DATE ENDING DECEMBER 31, 1970
 INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS

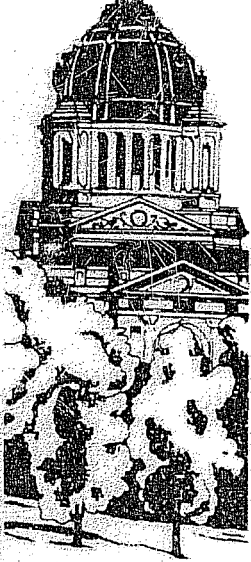
NET INCOME		80,230.30
NONCASH ITEMS INCLUDED IN NET INCOME		
DEPRECIATION AND AMORTIZATION	21,906.30	
CHANGES IN:		
DECREASE<INCREASE> - RECEIVABLES	(27,225.40)	
DECREASE<INCREASE> - INVENTORY	20,220.00	
INCREASE<DECREASE> - ACCTS. PAY.	7,220.00	
INCREASE<DECREASE> ACCRUED LIAB	<u>26,122.70</u>	
TOTAL ADJUSTMENTS		<u>128,024.10</u>
NET CASH PROVIDED BY (USED BY) OPERATING ACTIVITIES		108,454.40
CASH FLOWS FROM INVESTING ACTIVITIES		
CAPITAL EXPENDITURES	(120,424.70)	
DECREASE<INCREASE> OTHER ASSETS	<u>13,412.00</u>	
NET CASH PROVIDED BY (USED BY) INVESTING ACTIVITIES		(106,866.30)
CASH FLOWS FROM FINANCING ACTIVITIES		
ADDITIONS<PAYMENTS> - ST DEBT	(5,027.00)	
ADDITIONS<PAYMENTS> - LT DEBT	3,217.00	
DISTRIBUTIONS OF CAPITAL	<u>(12,570.70)</u>	
NET CASH PROVIDED BY (USED BY) FINANCING ACTIVITIES		<u>(14,380.70)</u>
NET INCREASE (DECREASE) IN CASH		1,168.10
CASH AT BEGINNING OF YEAR		<u>405.70</u>
CASH AT END OF PERIOD		<u>1,573.80</u>
ANALYSIS OF CASH COMPONENTS		
CASH IN BANK		<u>1,573.80</u>
TOTAL CASH COMPONENTS		<u>1,573.80</u>

SEE ACCOUNTANT'S COMPILATION REPORT

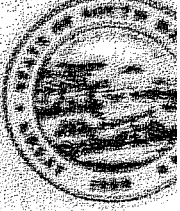
S & S COMMUNICATIONS
STATEMENT OF CASH FLOWS
FOR THE YEAR-TO-DATE ENDING DECEMBER 31, 2000
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS

NET INCOME		104,379.00
NONCASH ITEMS INCLUDED IN NET INCOME		
DEPRECIATION AND AMORTIZATION		35,400.00
CHANGES IN:		
DECREASE<INCREASES>-INVENTORY	(47,099.91)	
INCREASE<DECREASE>ACCURED LIAB	(22,017.74)	
TOTAL ADJUSTMENTS	<u> </u>	
NET CASH PROVIDED BY (USED BY)	OPERATING ACTIVITIES	<u>69,661.35</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
CAPITAL EXPENDITURES	<u>(59,574.10)</u>	
NET CASH PROVIDED BY (USED BY)	INVESTING ACTIVITIES	<u>(9,912.75)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
ADDITIONS<PAYMENTS>-ST DEBT	49,000.00	
ADDITIONS<PAYMENTS>-LT DEBT	(200.00)	
DISTRIBUTIONS OF CAPITAL	<u>(30,521.50)</u>	
NET CASH PROVIDED BY (USED BY)	FINANCING ACTIVITIES	<u>18,278.50</u>
NET INCREASE (DECREASE) IN CASH		(400.00)
CASH AT BEGINNING OF YEAR		<u>1,501.00</u>
CASH AT END OF PERIOD		<u>1,101.00</u>
ANALYSIS OF CASH COMPONENTS		
CASH IN BANK		<u>1,101.00</u>
TOTAL CASH COMPONENTS		<u>1,101.00</u>

SEE ACCOUNTANT'S COMPILATION REPORT



South Dakota Public Utilities Commission



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

August 11, 2000

Lee Sumption, General Manager
S&S Communications/Alterna-Cell
125 Railroad Ave. S.E.
Aberdeen, SD 57401

RECEIVED

AUG 18 2000

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

RE: SDPUC Docket TC00-114 - In the Matter of the Application of S&S Communications/Alterna-Cell for a Certificate of Authority to Provide Telecommunications Services in South Dakota

Dear Mr. Sumption:

After reviewing S&S's proposed tariff, it was determined that the tariff attempts to limit the liability of the company. Under South Dakota law found at 49-13-1 and 49-13-1.1, a person has the right to claim damages from a telecommunications company by coming before the Commission or a court of competent jurisdiction. Please remove section 2.4.1. If you have any questions or concerns regarding this issue, please contact Karen Cremer, staff attorney or myself.

Please provide the above requested revised tariff page by August 29, 2000

If you have any questions, contact me at the Commission (605) 773-3201 or by e-mail; keith.senger@state.sd.us

Sincerely,

Keith Senger, Utility Analyst

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

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

Consumer Hotline
1-800-332-1782

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

Internet Website
www.state.sd.us/puc/

Jim Burg
Chairman
Pam Nelson
Vice-Chairman
Laska Schoenfelder
Commissioner

William Bullard Jr.
Executive Director

Harlan Best
Martin C. Bettmann
Sue Cichos
Karen E. Cremer
Terry Emerson
Michele M. Farris
Marlette Fischbach
Heather K. Forney
Lucy Fossen
Mary Giddings
Lewis Hammond
Leni Healy
Mary Healy
Camron Hoseck
Lisa Hull
Dave Jacobson
Jennifer Kirk
Bob Knadle
Delaine Kolbo
Charlene Lund
Gregory A. Rislov
Keith Senger
Rolayne Ailts Wiest

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's services and facilities are furnished for communications originating and terminating within the State of South Dakota under the terms and conditions of this Tariff.

The Company installs, operates, and maintains the communications services provided hereunder in accordance with the terms and conditions set forth under this Tariff. 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 the Company network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations of Service

- 2.2.1 Service is offered subject to Customer completing and Company accepting an application for service, subject to the availability of the necessary facilities and equipment or both facilities and equipment, and subject to the provisions of this Tariff.
- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this Tariff, or in violation of the law.
- 2.2.3 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 connections.
- 2.2.4 All facilities provided under this Tariff are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer by Customer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6 The Company reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

2.3 Use

Services provided under this Tariff may be used for any lawful purpose for which the service is reasonably suited, provided that such use is voice only, and not internet or data transmission.

Issued: June ____, 2000

Issued by

Leo Hampton, President
S & S Communications - AlternaCell
125 Railroad Avenue E
Aberdeen, SD 57401

NEXT

DOCUMENT (S)

BEST IMAGE

POSSIBLE



**Allied
Insurance**

a member of Nationwide Insurance

**INDEMNITY BOND
TO THE
PEOPLE OF THE STATE OF SOUTH DAKOTA**

Bond No. 0000401311

We, S & S Communications, the principal and applicant for a **CERTIFICATE OF AUTHORITY** to resell long distance telecommunications services within the State of South Dakota, and Nationwide Mutual Insurance Company as an admitted surety insurer, bind ourselves unto the Public Utilities Commission of the State of South Dakota and the consumers of South Dakota as Obliges, in the Sum of \$50,000.00

The condition of the obligation are such that the principal, having been granted such **CERTIFICATE OF AUTHORITY** subject to the provision that said principal purchases this Indemnity Bond, and if said principal shall in all respects fully and faithfully comply with all the applicable provisions of South Dakota State Law, and reimburse customers of principal for any prepayment or deposits they have made which may be unable or unwilling to return to said customer as a result of insolvency of others business failure, then this obligation shall be void, discharged and forever exonerated, otherwise to remain in full force and effect.

This bond shall take effect as of the date hereon and shall remain in force and effect until surety is released from liability by the written order to the Public Utilities Commission, provided that the surety may cancel this Bond and relieved of further liability hereunder by delivering thirty (30) days written notice to the Public Utilities Commission. Such cancellation shall not affect any liability incurred or accrued hereunder prior to the termination of said thirty (30) day period.

Dated this 6th day of September, 2000

To be Effective this 6th day of September, 2000

S & S Communications

By:

Nationwide Mutual Insurance Company

By:
John Dooley, Attorney in Fact



**Allied
Insurance**

a member of Nationwide Insurance

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT Nationwide Mutual Insurance Company, a corporation organized under the laws of the State of Ohio, with its principal office in the City of Columbus, Ohio, hereinafter called "Company", does hereby make, execute and appoint **Tyler L. Adams Kristie R. Tallon James Doolley Mark E. Adams**

each in their individual capacity, its true and lawful Attorney-in-Fact with full power and authority to sign, seal and execute on its behalf any and all bonds and undertakings and other obligatory instruments of similar nature in connection with the operation of the Company, and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company:

"RESOLVED, that the President or any Senior Vice President, Vice President, Resident Vice President or General Vice President be, and the same hereby is, authorized and empowered to appoint Attorneys-in-Fact of the Company and to authorize them to execute any and all bonds, undertakings, recognizances, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other written obligations in nature which the business of the Company may require, and to modify or renew, with or without cause, any such appointment or authority. The authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company.

"RESOLVED FURTHER, that such Attorneys-in-Fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company, subject to the terms and conditions of the power of attorney issued to them, and to affix the seal of the Company thereto, provided, however, that said seal shall not be necessary for the validity of any such documents."

This Power of Attorney is signed and sealed by me and by the following Vice President duly appointed by the Board of Directors of the Company

ARTICLE VII

Section 10. Execution of Instruments. Any Vice President and any Assistant Secretary or Assistant Treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts or other papers in connection with the operation of the business of the company in addition to the Chairman and Chief Executive Officer, President, Treasurer and Secretary, provided, however, the signature of any of them may be printed, engraved or stamped on any approved document, contract, instrument or other paper of the company.

IN WITNESS WHEREOF, the said Nationwide Mutual Insurance Company has caused this instrument to be signed and duly attested by the signature of its Vice President the 28th day of April, 1999.

ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Polk

SS



James Doolley
Vice President

On this 28th day of April, 1999, before me came the above named Vice President for Nationwide Mutual Insurance Company, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and says, that he is the officer of the Company aforesaid, that the seal aforesaid therein is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Wendy Craig
Notary Public

My Commission Expires March 24, 2002

CERTIFICATE

I, John F. Delatoya, Assistant Secretary of Nationwide Mutual Insurance Company, do hereby certify that the foregoing is a full, true and correct copy of the original Power of Attorney issued by said Company; that the Resolution recited therein is a true and correct transcript from the minutes of the meeting of the Board of Directors duly called and held in the City of Columbus, Ohio, and the same has not been revoked or amended in any manner; that said Douglas L. Anderson was on the date of the execution of the foregoing Power of Attorney the duly elected Vice President of Nationwide Mutual Insurance Company and the corporate seal and his signature as Vice President were duly affixed and subscribed in the said instrument by the authority of said Board of Directors; and the foregoing Power of Attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 6th day of September, 2000.

05712
Bd 1(04-00)

This Power of Attorney Expires
07/19/01



John F. Delatoya
Assistant Secretary

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

IN THE MATTER OF THE APPLICATION OF)
S&S COMMUNICATIONS/ALTERNA-CELL)
FOR A CERTIFICATE OF AUTHORITY TO)
PROVIDE INTEREXCHANGE)
TELECOMMUNICATIONS SERVICES IN)
SOUTH DAKOTA)

**ORDER GRANTING
CERTIFICATE OF
AUTHORITY**

TC00-114

On July 21, 2000, 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 S&S Communications/Alterna-Cell (S&S).

The applicant intends to offer interstate and intrastate long distance, voice mail services, 800 number services and calling card services. A proposed tariff was filed by S&S. The Commission has classified long distance service as fully competitive.

On July 27, 2000, the Commission electronically transmitted notice of the filing and the intervention deadline of August 11, 2000, to interested individuals and entities. No petitions to intervene or comments were filed and at its December 12, 2000, meeting, the Commission considered S&S's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to the following:

1. a continuous \$50,000 (at a minimum) surety bond; and
2. S&S reporting to the Commission the current level of prepaid customers and updating its bond every six months to provide 100% coverage of the prepaid amounts not covered under the collateral agreement.

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3 and ARSD 20:10:24:02 and 20:10:24:03. The Commission finds that S&S has met the legal requirements established for the granting of a certificate of authority. S&S 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 S&S application for a certificate of authority, subject to the following:

1. Aberdeen Finance Corporation (AFC) and S&S sending a letter to all of S&S' long distance customers for which AFC holds financing agreements, informing them of the collateral agreement referenced below;
2. a continuous \$50,000 (at a minimum) surety bond; and
3. S&S reporting to the Commission the current level of prepaid customers and updating its bond every six months to provide 100% coverage of the prepaid amounts not covered under the collateral agreement. The collateral agreement between S&S and AFC dated December 8, 2000, attached hereto as Exhibit 1, is incorporated herein by reference as though here fully set forth.

As the Commission's final decision in this matter, it is therefore

ORDERED, that S&S' application for a certificate of authority is hereby granted, subject to the following:

1. Aberdeen Finance Corporation (AFC) and S&S sending a letter to all of S&S' long distance customers for which AFC holds financing agreements, informing them of the collateral agreement referenced below;
2. a continuous \$50,000 (at a minimum) surety bond; and
3. S&S reporting to the Commission the current level of prepaid customers and updating its bond every six months to provide 100% coverage of the prepaid amounts not covered under the collateral agreement. The collateral agreement between S&S and AFC dated December 8, 2000, attached hereto as Exhibit 1, is incorporated herein by reference as though here fully set forth.

It is

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

Dated at Pierre, South Dakota, this 21st day of December, 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>Melvin Kelbo</u>
Date:	<u>12/22/00</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



Aberdeen Finance Corporation

Aberdeen Insurance Agency

18 THIRD AVENUE S.E. P. O. BOX 59
ABERDEEN, SOUTH DAKOTA 57402-0059

PHONE 605/225-8050 WATS 1-800-287-8051 FAX 605/229-4982



GEO. M. RICH
President
TIM RICH
Vice President

MARK A. KRAGE
Loan Officer
KATHLEEN GETTY
Agency Manager

December 8, 2000

RECEIVED

DEC 11 2000

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Mr. Keith Senger
South Dakota Public Utilities Commission
State Capitol Building
500 E. Capitol Avenue
Pierre, SD 57501-5070

Re: S&S Communications

Dear Mr. Senger:

This letter is to confirm the agreement between S&S Communications and the Aberdeen Finance Corporation concerning the treatment of prepaid customers of S&S. In connection with addressing issues raised by you in connection with S&S's application to the South Dakota PUC, S&S obtained professional appraisals of its wireless system assets, including numerous wireless licenses, which it has offered to provide as collateral to the Aberdeen Finance Corporation. The amount of collateral S&S will be providing to the Aberdeen Finance Corporation has an estimated market value in excess of \$2.5 million. In exchange, the Aberdeen Finance Corporation has agreed that in the event of a default by S&S of its contractual obligation to provide long distance service to S&S's prepaid customers, the Aberdeen Finance Corporation will look to this collateral and to individual guaranties, and not to customers for whom it holds financing agreements. This agreement would not in any way relieve S&S's customers from paying for services they receive from S&S or otherwise affect their obligations to the Aberdeen Finance Corporation under their financing agreements with us. The approximate amount of finance contracts currently held by the Aberdeen Finance Corporation for S&S customers is \$603,000.

Yours truly,

ABERDEEN FINANCE CORPORATION

By

Tim G. Rich
Vice President

TGR/rm



Aberdeen Finance Corporation



Aberdeen Insurance Agency

18 THIRD AVENUE S.E. P. O. BOX 59
ABERDEEN, SOUTH DAKOTA 57402-0059

PHONE 605/225-8050 WATS 1-800-287-8051 FAX 605/225-4982

GEO. M. RICH
President

TIM RICH
Vice President

MARK A. KRAGE
Loan Officer
KATHLEEN GETTY
Agency Manager

December 8, 2000

RECEIVED

DEC 11 2000

Mr. Keith Senger
South Dakota Public Utilities Commission
State Capitol Building
500 E. Capitol Avenue
Pierre, SD 57501-5070

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Re: S&S Communications

Dear Mr. Senger:

This letter is to confirm the agreement between S&S Communications and the Aberdeen Finance Corporation concerning the treatment of prepaid customers of S&S. In connection with addressing issues raised by you in connection with S&S's application to the South Dakota PUC, S&S obtained professional appraisals of its wireless system assets, including numerous wireless licenses, which it has offered to provide as collateral to the Aberdeen Finance Corporation. The amount of collateral S&S will be providing to the Aberdeen Finance Corporation has an estimated market value in excess of \$2.5 million. In exchange, the Aberdeen Finance Corporation has agreed that in the event of a default by S&S of its contractual obligation to provide long distance service to S&S's prepaid customers, the Aberdeen Finance Corporation will look to this collateral and to individual guaranties, and not to customers for whom it holds financing agreements. This agreement would not in any way relieve S&S's customers from paying for services they receive from S&S or otherwise affect their obligations to the Aberdeen Finance Corporation under their financing agreements with us. The approximate amount of finance contracts currently held by the Aberdeen Finance Corporation for S&S customers is \$603,000.

Yours truly,

ABERDEEN FINANCE CORPORATION

By

Tim G. Rich
Vice President

TGR/rm

FRIENDLY SERVICE — LOCALLY OWNED

EXHIBIT 1

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

CERTIFICATE OF AUTHORITY

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

Authority was Granted December 12, 2000
Docket No. TC00-114

This is to certify that

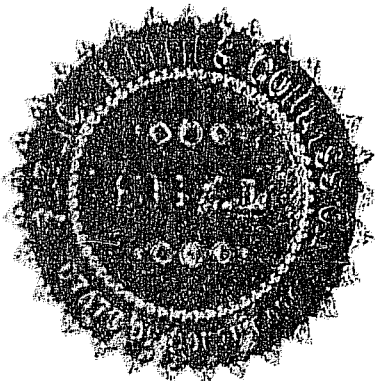
S&S COMMUNICATIONS/ALTERNA-CELL

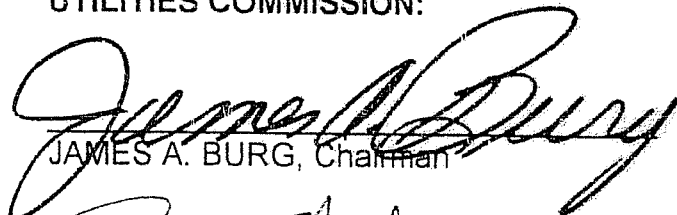
is authorized to provide interexchange telecommunications services in
South Dakota.

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.

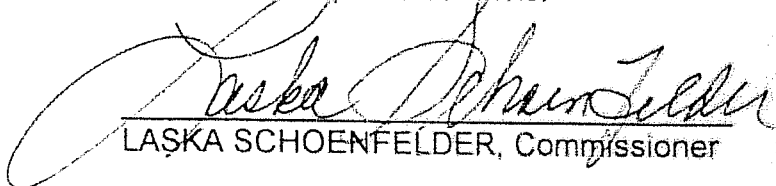
Dated at Pierre, South Dakota, this 21st day of November 2000.

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:




JAMES A. BURG, Chairman


PAM NELSON, Commissioner


LASKA SCHOENFELDER, Commissioner

PATTERSON, THUENTE, SKAAR & CHRISTENSEN P.A.
4800 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402 USA

FACSIMILE COVER SHEET

TELEPHONE: (612) 349-5740 TOLL FREE: 1-800-331-4537

FACSIMILE: (612) 349-9266

TOTAL NUMBER OF PAGES BEING SENT (INCLUDING COVER SHEET): 13

Original documents to follow by mail

No originals will be sent

DATE: June 21, 2001

TO: Keith Senger
SDPUC

FAX #: (605) 773-3809

PHONE: (605) 773-3201

YOUR REF.:

OUR REF.: 2447.00-00-01

FROM: Donald W. Niles

PHONE #: (612) 349-3007

COMMENTS:

PATTERSON, THUENTE, SKAAR & CHRISTENSEN, P.A.*Patent, Trademark, Copyright, Internet & Related Causes*

WRITER'S DIRECT DIAL (612) 349-3007

June 21, 2001

VIA FACSIMILE AND FEDERAL EXPRESS

Mr. Keith Senger
South Dakota Public Utilities Commission
State Capitol Building
500 E. Capitol Ave.
Pierre, SD 57501-5070

Re: S&S Communications – Certificate of Authority Six Month Reporting

Dear Keith:

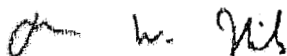
Per the Commission's order granting Certificate of Authority dated December 21, 2000, enclosed please find the following materials relating to S & S's prepaid information:

1. Hard copy and diskette containing an Excel spreadsheet showing the prepaid information for S & S;
2. Letter from Tim Rich at Aberdeen Finance showing the amount of prepaid services covered by the Aberdeen Finance arrangement; and
3. A copy of the \$75,000 bond increased from \$50,000 to comply with the Commission's order that the bond cover 100% of any prepaid deficiency after consideration of the Aberdeen Finance arrangement.

If you have any questions, please let me know.

Sincerely,

PATTERSON, THUENTE,
SKAAR & CHRISTENSEN, P.A.



Donald W. Niles

DWN:mai 6/21/01

Enclosures

cc: S&S Communications (w/encls.)

CONFIDENTIAL

[]



Aberdeen Finance Corporation

Aberdeen Insurance Agency



GEO. M. RICH
President
TIM RICH
Vice President

18 THIRD AVENUE S.E. P. O. BOX 59
ABERDEEN, SOUTH DAKOTA 57402-0059
PHONE 605/225-8050 WATS 1-800-287-8051 FAX 605/229-4982

MARK A. KRAGE
Loan Officer
KATHLEEN GETTY
Agency Manager

June 18, 2001

To Whom It May Concern:

S & S Communications has of this date has pre-
paid long distance contracts with Aberdeen Finance Corporation
totaling \$718,128.25.

Yours very truly,

ABERDEEN FINANCE CORPORATION

By 
Tim G. Rich
Vice President



**Allied
Insurance**

a member of Nationwide Insurance

INDEMNITY BOND TO THE PEOPLE OF THE STATE OF SOUTH DAKOTA

BOND NUMBER: HD 7900580886

We, S & S Communications, the principal and applicant for a **CERTIFICATE OF AUTHORITY** to resell long distance telecommunications services within the State of South Dakota, and Nationwide Mutual Insurance Company as an admitted surety insurer, had ourselves and the Public Utilities Commission of the State of South Dakota and the consumers of South Dakota as Obligee, in the penal sum of Seventy Five Thousand Dollars (\$75,000.00).

PROVIDED, the aggregate liability of the Surety for all transactions occurring during any two licensed year shall not exceed the amount of the bond, regardless of the number of claims or claimants.

The condition of the obligation are such that the principal, having been granted such **CERTIFICATE OF AUTHORITY** subject to the provisions that said principal purchases this Indemnity Bond, and if said principal shall in all respects fully and faithfully comply with all the applicable provisions of South Dakota State Law, and reimburse customers of principal for any prepayment or deposits they have made which may be unable or unwilling to return to said customer as a result of insolvency of others, business failure, then this obligation shall be void, discharged and forever extinguished, otherwise to remain in full force and effect.

This bond shall take effect as of the date hereon and shall remain in force and effect until surety is released from liability by the written order to the Public Utilities Commission, provided that the surety may cancel this bond and relieved of further liability hereunder by delivering thirty(30) days written notice to the Public Utilities Commission. Such cancellation shall not affect any liability incurred or accrued hereunder prior to the termination of said thirty(30) day period.

Dated this 21st day of June, 2001.

To be effective this 20th day of June, 2001.

S & S Communications

BY: J. S. S.

Nationwide Mutual Insurance Company

By: Patricia Becklund
Patricia Becklund, Attorney in Fact

INDEMNITY BOND TO THE PEOPLE OF THE STATE OF SOUTH DAKOTA

BOND NUMBER: BD 7900599886

We, S & S Communications, the principal and applicant for a CERTIFICATE OF AUTHORITY to resell long distance telecommunications services within the State of South Dakota, and Nationwide Mutual Insurance Company as an admitted surety insurer, bind ourselves unto the Public Utilities Commission of the State of South Dakota and the consumers of South Dakota as Obligee, in the penal sum of Seventy Five Thousand Dollars(\$75,000.00).

PROVIDED, the aggregate liability of the Surety for all transactions occurring during any one license year shall not exceed the amount of the bond, regardless of the number of claims or claimants.

The condition of the obligation are such that the principal, having been granted such CERTIFICATE OF AUTHORITY subject to the provision that said principal purchases this Indemnity Bond, and if said principal shall in all respects fully and faithfully comply with all the applicable provisions of South Dakota State Law, and reimburse customers of principal for any prepayment or deposits they have made which may be unable or unwilling to return to said customer as a result of insolvency of others, business failure, then this obligation shall be void, discharged and forever exonerated, otherwise to remain in full force and effect.

This bond shall take effect as of the date hereon and shall remain in force and effect until surety is released from liability by the written order to the Public Utilities Commission, provided that the surety may cancel this bond and relieved of further liability hereunder by delivering thirty(30) days written notice to the Public Utilities Commission. Such cancellation shall not affect any liability incurred or accrued hereunder prior to the termination of said thirty(30) day period.

Dated this 21st day of June, 2001.

To be effective this 20th day of June, 2001.

S & S Communications

BY: [Signature]

Nationwide Mutual Insurance Company

BY: [Signature]
Parnela Berklund, Attorney in Fact

RECEIVED

JUL 19 2001

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION



Allied Insurance

a member of Nationwide Insurance

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT Nationwide Mutual Insurance Company, a corporation organized under the laws of the State of Ohio, with its principal office in the City of Columbus, Ohio, hereinafter called "Company", does hereby make, constitute and appoint **Tyler L. Adams Sandra Alitz Jennifer Benoit Dixie D. Brown Wayne Brundage**
Patricia Conlin David E. Harbeck Brett E. Harman Peter Karney Kathy Markin
Nancy J. Miller Robert C. Mosher Karen Steward Patricia M. Vermace

each in their individual capacity, its true and lawful Attorney-In-Fact with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings and other obligatory instruments of similar nature in penalties not exceeding the sum of **FIVE MILLION AND NO/100 (\$5,000,000.00)** dollars and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized office of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board Directors of the Company.

"RESOLVED, that the President, or any Senior Vice President, Vice President, Resident Vice President or Second Vice President be, and the same hereby is, authorized and empowered to appoint Attorneys-In-Fact of the Company and to authorize them to execute any and all bonds, undertakings, recognizances, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature which the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority. The authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such Attorneys-in-Fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company, subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto, provided, however, that said seal shall not be necessary for the validity of any such documents."

This Power of Attorney is signed and sealed by facsimile under and by the following By-Laws duly adopted by the Board of Director of the Company

ARTICLE VIII

Section 10. Execution of Instruments. Any Vice President and any Assistant Secretary or Assistant Treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts or other papers in connection with the operation of the business of the company in addition to the Chairman and Chief Executive Officer, President, Treasurer and Secretary; provided, however, the signature of any of them may be printed, engraved or stamped on any approved document, contract, instrument or other papers of the company.

IN WITNESS WHEREOF, the said Nationwide Mutual Insurance Company has caused this instrument to be sealed and duly attested by the signature of its Vice President the 28th day of April, 1999.

ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Polk SS



By *[Signature]*
Vice President

On this 28th day of April, 1999, before me came the above named Vice President for Nationwide Mutual Insurance Company, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed thereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Sandy Alitz



Notary Public
My Commission Expires March 24, 2002

CERTIFICATE

I, John F. Delaloye, Assistant Secretary of Nationwide Mutual Insurance Company, do hereby certify that the foregoing is a full, true and correct copy of the original Power of Attorney issued by said Company; that the Resolution included therein is a true and correct transcript from the minutes of the meeting of the Board of Directors duly called and held on the 6th day of September, 1967, and the same has not been revoked or amended in any manner; that said Stephen S. Rasmussen was on the date of the execution of the foregoing Power of Attorney the duly elected Vice President of Nationwide Mutual Insurance Company and the corporate seal and his signature as Vice President were duly affixed and subscribed to the said instrument by the authority of said Board of Directors; and the foregoing Power of Attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this day of **JUN 21 2001**

6711
Bd 1(04-00)

This Power of Attorney Expires
07/31/02



[Signature]
Assistant Secretary

INDEMNITY BOND TO THE PEOPLE OF THE STATE OF SOUTH DAKOTA

BOND NUMBER SA3162690

We, S & S Communications, the principal and applicant for a CERTIFICATE OF AUTHORITY to resell long distance telecommunications services within the State of South Dakota, and Star Insurance Company as an admitted surety insurer, bind ourselves unto the Public, Utilities Commissions of the State of South Dakota and the consumers of South Dakota as Oblige, in the penal sum Of Seventy Five Thousand Dollars (\$75,000.00).

PROVIDED, the aggregate of the Surety for all transactions occurring during any one license year shall not exceed the amount of the bond, regardless of the number of claims or claimants.

The condition of the obligation Arc such that the principal, having been granted such CERTIFICATE Of AUTHORITY subject to the provision that said principal Purchases this Indemnity Bond, and if said Principal shall in all respects. fully and faithfully comply with all the applicable provisions of South Dakota State Law, and reimburse customers of principal for any prepayment or deposits they have made which may be unable Or unwilling to return to said customer as a result of insolvency of others. business failure, then this obligation shall be void, discharged and forever exonerated, otherwise to remain in full force, and effect.

This bond shall take effect as of the date hereon and shall remain in force and effect until, surety is released from liability by the written order to the Public Utilities Commission, provided that the surety may cancel this bond and relieved of further liability hereunder by delivering thirty (30) days written notice to the, public Utilities Commission. Such cancellation shall not affect any liability incurred or accrued hereunder prior to the termination of said thirty (30) day period.

Dated this 30TH day of October, 2001.

To be effective this 30TH day of October, 2001.

S & S Communications

BY: [Signature]

Star Insurance Company

BY: [Signature]

Michael D Lapre Attorney in Fact

RECEIVED

NOV 13 2001

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

STAR INSURANCE COMPANY
POWER OF ATTORNEY

No. SA 3162690
(Print correct numerical number)

KNOW ALL MEN BY THESE PRESENTS, THAT STAR INSURANCE COMPANY has made, constituted and appointed, and by these presents does make, constitute and appoint

MICHAEL D. LAPRE * SANDRA LENZ OF SCOTTSDALE, ARIZONA

its true and lawful Attorney-in-Fact, for it and in its name, place, and stead to execute on behalf of the said Company, all surety, bonds, undertakings and contracts of suretyship to be given to:

ALL OBLIGEEES

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

TWO HUNDRED FIFTY THOUSAND (\$250,000) DOLLARS.

This Power of Attorney is granted and signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 7th day of January, 1993.

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President, or a Senior Vice President or a Vice President of the Company be, and that each or any of them is, authorized to execute Powers of Attorney qualifying the Attorney-in-Fact named in the given Power of Attorney to execute in behalf of the Company, bonds, undertakings and all contracts of suretyship, and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company when so affixed and in the future with respect to any bond, undertaking or instrument of similar nature to which it is attached."

IN WITNESS WHEREOF, STAR INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Senior Vice Presidents and attested by the Secretary this 1st day of November, 2000.

Attest:

[Signature]
MICHAEL G. COSTELLO
Secretary

STAR INSURANCE COMPANY

By *[Signature]*
JOSEPH C. HENRY
President



STATE OF MICHIGAN |
 | s.s.: Southfield
COUNTY OF OAKLAND |

On this 14th day of November, 2000, before me personally came Joseph C. Henry, to me known, who being by me duly sworn, did depose and say that he is a Senior Vice President of STAR INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

[Signature]
DEBORAH M. DUFFY
NOTARY PUBLIC - WAYNE COUNTY, MICHIGAN
Acting in Oakland County
My Commission Expires May 15, 2004

I, the undersigned, Secretary of STAR INSURANCE COMPANY a MICHIGAN corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the city of Southfield, in the State of Michigan. Dated the 30th day of OCTOBER, 2001

[Signature]
Michael G. Costello, Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREY SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK-HOLD AT AN ANGLE TO VIEW. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT, YOU ARE URGED TO CONTACT OUR POWER OF ATTORNEY CUSTODIAN AT 1-800-394-7806.

KENNETH E. BARKER*

MICHAEL A. WILSON†

MICHAEL P. REYNOLDS**

JOHN W. BURKE***

BARKER WILSON REYNOLDS & BURKE
LAWYERS

4100 BEACH DRIVE
P.O. Box 9115
RAPID CITY, SD 57709-4115
605.343.6400 • FAX: 605.343.6441

117 1/2 AVENUE
P.O. Box 100
BELLE FOURCHE, SD 57717-0100
605.892.2743 • FAX: 605.892.4273

REPLY TO: BELLE FOURCHE OFFICE

July 19, 2002

RECEIVED

JUL 22 2002

VIA OVERNIGHT MAIL

Mr. Keith Senger, CPA
Utility Analyst
South Dakota Public Utilities Commission
State Capitol Building
500 East Capitol
Pierre, SD 57501-5070

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Re: S&S Communications' Bond Information

Dear Keith:

Enclosed please find the bond information that you requested from S&S Communications. It is my understanding that this information will be kept strictly confidential and reviewed only by you. If my understanding is incorrect, please let me know immediately.

If you have any questions, please feel free to give me a call at any time.

Best regards.

Sincerely,

BARKER WILSON, REYNOLDS & BURKE, L.L.P.


John W. Burke
For the Firm

JWB/bb
Enclosures
cc: S&S Communications

CONFIDENTIAL

[2]

CONFIDENTIAL

[3]