

TC01-051

KC/KS

TC01-051

SECRET

In the Matter of— IN THE MATTER OF THE
 APPLICATION OF WILLIAMS &
 COMPANY COMMUNICATIONS, INC.
 FOR A CERTIFICATE OF AUTHORITY
 TO PROVIDE LOCAL EXCHANGE
 SERVICES IN SOUTH DAKOTA

Public Utilities Commission of the State of South Dakota

DATE

MEMORANDUM

**WILLIAMS & COMPANY
COMMUNICATIONS, INC.**

214 Pierce Street • P.O. Box 9400 • Sioux City, Iowa 51102-9400 • Phone 712-252-4041 • FAX 712-252-5974

May 7, 2001

RECEIVED

MAY 15 2001

Executive Director
South Dakota Public Utilities Commission
Capital City, 1st Floor
500 East Capitol Ave.
Pierre, SD 57501-5070

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

SUBJECT: Request for Issuance of Certificate of Authority for Williams & Company Communications, Inc.

Dear Sir:

Enclosed are an original and ten (10) copies (pursuant to SD PUC Rule 20:10:24) of the request for a Certificate of Authority for Williams & Company Communications, Inc.

Questions regarding these tariff changes may be directed either to myself at 712/252-4041 or to our consultant, Mr. Burnie Snoddy, at 515/284-1616.

Sincerely,



Mark E. Crouch
President

Enclosures

RECEIVED

STATE OF SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION

MAY 15 2001

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

IN RE:)
)
) DOCKET NO. _____
)
 WILLIAMS & COMPANY)
 COMMUNICATIONS, Inc.) APPLICATION FOR ISSUANCE
) OF CERTIFICATE OF
) AUTHORITY

APPLICATION OF WILLIAMS & COMPANY COMMUNICATIONS, Inc.

Williams & Company Communications, Inc. (Williams), an Iowa corporation, by its agents and pursuant to South Dakota Codified Law 49-31-3 and South Dakota Administrative Rules 20:10:32, hereby files this Application for a Certificate of Authority to provide land-line local exchange telecommunications service in the exchanges of Qwest Corporation (Qwest), within the State of South Dakota.

Service Territory

Williams is an Iowa corporation registered to conduct business in Iowa and has a registered agent, CT Corporation, 319 Coteau Street, Pierre, SD 57501, in South Dakota. Williams will maintain its principal place of business in Sioux City, Iowa and plans to operate as a Competitive Local Exchange Carrier (CLEC). It's application for a Certificate of Public Convenience and Necessity in Iowa has been filed with certification pending.

Williams seeks a Certificate of Authority to provide local exchange telecommunications service in the Qwest exchanges within the State of South Dakota. The South Dakota Public Utilities Commission has maps on file for the service areas of

the exchanges of Qwest. Williams accepts the boundaries of the maps as on file and any future changes the incumbent may file subsequent to this filing, in compliance with South Dakota Law and Administrative Rules.

Service Offerings

Williams requests authority in this Application to provide local exchange service and high speed internet access service, using a combination of its own facilities, leased facilities and the resale of services of other providers. Williams currently has access to facilities with the most up-to-date technology available and will offer service to all eligible customers within the service areas previously described. It will provide service either by constructing its own facilities, leasing, or reselling of the incumbent's service.

Williams will establish a tariff where appropriate and will provide competitive priced services to the residents of the service areas where service is to be offered.

Williams will market its products and services with company personnel using face-to-face or telephone contact and may use contracted agents accountable to Williams.

Williams is in the process of developing specific marketing strategies. Services will be offered within the current categories Non-Competitive, Emerging Competitive and Fully Competitive as classified by the Commission.

Technical, Financial and Managerial Ability

WILLIAMS is a financially secure company registered to conduct business in Iowa and South Dakota. WILLIAMS has extensive experience in telecommunications service and currently provides state-of-the-art Internet access to over 6200 subscribers through out Iowa and South Dakota. WILLIAMS' ownership represents significant management ability in providing progressive high quality service to subscribers in the territory it is requesting to serve. WILLIAMS and its owners have the financial resources to establish a state-of-the-art telecommunications network capable of providing high-speed internet access services to the customers of the proposed service areas. Financial reports of Williams & Company Communications, Inc. are included in Exhibit 2, showing the strong financial position of the company. The chief operating officer will be Harlan E. Crouch and a highly qualified technical staff is available for this operating entity. Matthew TenHulzen, Manager Systems Administration, received a BSBA degree from the University of South Dakota in 1995. Mr. TelHulzen has over four years experience in data and internet communications. Williams employs a qualified staff of professionals to provide customer support services. Customer support services consist of two levels. Level one staff assist customers with billing, general customer service, and troubleshooting technical issues. Level two technical support consists of five people responsible for providing higher level customer support. Level two technicians are also responsible for facility and equipment maintenance. This includes POTS lines, T1's, dial-up equipment, LAN/WAN equipment, routers, servers and system applications. All systems are monitored 24/7/365, with a Level two technician on call 24/7/365 to respond immediately to system issues. WILLIAMS does not anticipate exceeding 50,000

subscribers in the foreseeable future and would envision providing service as a non-rate regulated competitive local exchange carrier.

WILLIAMS, currently owns or leases facilities in South Dakota, located in or adjacent to the proposed service areas, and plans to construct additional facilities as necessary in conjunction with other advanced equipment to connect the customers it plans to acquire. WILLIAMS has access to the technology to provide digital high capacity voice services, such as DSL, DS-1 and DS-3. It will also provide a wide variety of competitively priced features, local access to the Internet, frame relay, DSL, and other enhanced services.

WILLIAMS will offer customers competitive rates, high-end technical services, and a wide variety of customers' choices for telecommunication services. Because WILLIAMS is a locally based company, it will provide growth for the area economy. Its owners have a long and reputable history of community involvement in the areas they serve and will add a local presence of a telecommunications provider for these communities.

WILLIAMS will maintain its headquarters in Sioux City, Iowa and availability of personnel in its Internet service areas. WILLIAMS will also provide accessibility to customers and, as it has proven in its current internet service area, accountability to its subscribers.

WILLIAMS does not initially plan to offer switched basic telephone service, but should it decided to enter the local switched telephone service, it will offer 2-PIC methodology for dialing parity to all of its customers.

WILLIAMS further has the knowledge and understanding to assure regulatory compliance in Iowa and under the federal jurisdiction of the Federal Communication Commission (FCC).

Legal Name and Mailing Address

Williams & Company Communications, Inc.

Harlan E. Crouch, President

P.O. Box 9400, 814 Pierce St.

Sioux City, Iowa, 51102-9400

Telephone # 712/252-4041

Fax # 712/252-5926

E-Mail: hec@willconsult.com

Customer Complaint Contact

Matthew L. TenHulzen, Manager

P.O. Box 9400, 814 Pierce St.

Sioux City, Iowa, 51102-9400

Telephone # 712/252-4041 or

1-800-765-4041

Fax # 712/252-5926

E-mail: mlt@willconsult.com

Regulatory Contact

Williams & Company Consulting, Inc.

Burne E. Snoddy, Senior Telecommunications Consultant

1000 Illinois Street, Suite B

Des Moines, IA 50314-3047

Telephone #515-284-1616

FAX # 515-284-0017

E-mail: bes@willconsult.com

Request for Waiver

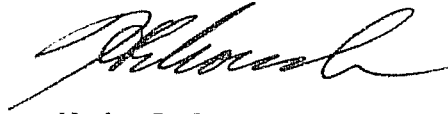
Williams requests the Commission waive the requirement in South Dakota Administrative Rule 20:10:32:03 (13) & (14) requiring local exchange utilities filing a tariff and cost support as the pricing of services are contingent upon reaching agreement with the incumbent local exchange carrier for resale and interconnection and only plans to offer service via resale of the incumbents local service. Williams will not have an access service tariff as the only local exchange service it plans to offer will be accomplished by resale. Until such agreements are completed, accurate competitive pricing would not be feasible. Williams will promptly file its tariff upon completion of a negotiated interconnection agreement, which it expects to have completed and filed with the Commission within a 90 day period of certification. The Commission has allowed waiver of this requirement in other certificate requests.

Public Convenience and Necessity

The Telecommunications Act of 1996 was passed by the United States Congress to promote competition in the telecommunications market. This legislative entity encouraged expansion of technologically advanced telecommunications, a choice of telecommunications providers, and the advantage of prices determined by competition. Williams's request to provide service in the areas it has requested will fulfill all of the criteria envisioned by competition. The residential consumers and business community in these service areas of South Dakota will realize the benefit of competition with advanced technology, competitive prices, and a wide choice of service and service providers.

Accordingly, Williams respectfully requests the Commission grant this Application for a Certificate of Authority pursuant to South Dakota Codified Law 349-14-1 and South Dakota Administrative Rules 20:10:32 to authorize Williams to provide competitive local exchange services in the exchange areas of Qwest within State of South Dakota.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "H. Crouch", written in a cursive style.

Harlan E. Crouch

President

Williams & Company Communications, Inc.

P.O. Box 9400, 814 Pierce

Sioux City, Iowa, 51102-9400

List of Exhibits

- Exhibit 1 Financial Statement of Williams & Company Communications, Inc.
- Exhibit 2 Williams & Company Communications, Inc. -- List of Officers
- Exhibit 3 Iowa Certificate of Existence of Williams & Company Communications, Inc.
- Exhibit 4 South Dakota Certificate of Authority of Williams & Company Communications, Inc.

Certificate of Service

Copies of the attached Application were served on the Xxth day of May, 2001
upon the Commission's general counsel, and the following affected as required by South

Dakota Administrative Rule 20:10:01:22.03:

The complete service list will be added later.

**Qwest Corporation
Colleen Sevoid
125 South Dakota Avenue
Sioux Falls, SD 57194**

**McLeodUSA Telecom Development, Inc.
William Heaston, Esq.
5100 S. McLeod Lane**

Sioux Falls, SD 57108

Exhibit 1

**FINANCIAL STATEMENTS OF
Williams & Company Communications, Inc.
For Year Ending December 31, 2000**

WILLIAMS & COMPANY COMMUNICATIONS, INC.

FINANCIAL STATEMENTS

DECEMBER 31, 2000

WILLIAMS & COMPANY COMMUNICATIONS
 BALANCE SHEET
 DECEMBER 31, 2000

ASSETS

CURRENT ASSETS

NORWEST BANK, SIOUX CITY	100,000.00
DUE TO/FROM WILLIAMS & CO CONS	100,000.00
ACCTS RECEIVABLE - MEDIA	100,000.00
ACCTS RECEIVABLE - WILLINET	100,000.00
ACCTS RECEIVABLE - SIOUXLAND	100,000.00
OTHER RECEIVABLES	100,000.00
PAYROLL ADVANCES	100,000.00
PREPAID EXPENSES	100,000.00

TOTAL CURRENT ASSETS

500,000.00

FIXED ASSETS

FURNITURE & FIXTURES	100,000.00
OFFICE MACHINES & EQUIPMENT	100,000.00
TOP LEVEL MEDIA SITE	100,000.00
ACCUMULATED DEPRECIATION	(100,000.00)

TOTAL FIXED ASSETS

200,000.00

OTHER ASSETS

INVESTMENTS-NEW PATH HOLDINGS	100,000.00
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TOTAL OTHER ASSETS

100,000.00

TOTAL ASSETS

800,000.00

WILLIAMS & COMPANY COMMUNICATIONS
 BALANCE SHEET
 DECEMBER 31, 2000

LIABILITIES AND EQUITY

CURRENT LIABILITIES

NOTES PAYABLE	\$ 100,000.00
ACCOUNTS PAYABLE	200,000.00
FICA TAXES PAYABLE	100,000.00
FEDERAL W/H TAXES PAYABLE	100,000.00
UNEMPLOYMENT TAXES PAYABLE	50,000.00
MEDICAL REIMBURSEMENT	100,000.00
HEALTH INSURANCE PAYABLE	100,000.00
SALARIES PAYABLE	100,000.00
SOUTH DAKOTA SALES TAX PAYABLE	100,000.00

TOTAL CURRENT LIABILITIES

\$ 1,000,000.00

TOTAL LIABILITIES

EQUITY

COMMON STOCK	500,000.00
PAID IN SURPLUS	200,000.00
RETAINED EARNINGS - PRIOR	100,000.00
RETAINED EARNINGS-CURRENT YEAR	200,000.00

TOTAL EQUITY

\$ 1,000,000.00

TOTAL LIABILITIES AND EQUITY

WILLIAMS & COMPANY
INCOME STATEMENT
FOR THE 12 PERIODS ENDED 12/31/2008

	PERIOD TO DATE		PERIOD ENDING			
	ACTUAL	PRIOR YEAR	12/31/08	12/31/07	12/31/06	12/31/05
INCOME						
ADVERTISING SALES	\$176.47	\$1,041.08	\$1,041,080	\$1,041,080	\$1,041,080	\$1,041,080
PRODUCTION SALES	6,516.91	\$1,041.08	\$1,041,080	\$1,041,080	\$1,041,080	\$1,041,080
REVENUE - MEDIA CONCEPTS	85,551.54	\$1,041.08	\$1,041,080	\$1,041,080	\$1,041,080	\$1,041,080
WELLYNET SALES	220,677.72	\$1,041.08	\$1,041,080	\$1,041,080	\$1,041,080	\$1,041,080
WRITE-UP (DOWN)	2,177.16	\$1,041.08	\$1,041,080	\$1,041,080	\$1,041,080	\$1,041,080
COST OF ADVERTISING	548.13	\$1,041.08	\$1,041,080	\$1,041,080	\$1,041,080	\$1,041,080
COST OF PRODUCTION	(98,326.03)	\$1,041.08	\$1,041,080	\$1,041,080	\$1,041,080	\$1,041,080
TOTAL INCOME	217,141.50	\$1,041.08	\$1,041,080	\$1,041,080	\$1,041,080	\$1,041,080
SALARIES & OUTSIDE SERVICES:						
SALARIES						
SHAREHOLDERS	6,350.00	\$1,041.08	\$1,041,080	\$1,041,080	\$1,041,080	\$1,041,080
SALARIES - PROF STAFF	110,731.66	\$1,041.08	\$1,041,080	\$1,041,080	\$1,041,080	\$1,041,080
SALARIES - SUPPORT STAFF	9,542.85	\$1,041.08	\$1,041,080	\$1,041,080	\$1,041,080	\$1,041,080
SALARIES - MGMT/SALES	48,635.01	\$1,041.08	\$1,041,080	\$1,041,080	\$1,041,080	\$1,041,080
TOTAL SALARIES	183,309.54	\$1,041.08	\$1,041,080	\$1,041,080	\$1,041,080	\$1,041,080
OUTSIDE SERVICES						
PROF SERV - WILLIAMS & COMPANY	14,336.50	\$1,041.08	\$1,041,080	\$1,041,080	\$1,041,080	\$1,041,080
PROF SERV - MEDIA CONCEPTS	.00	\$1,041.08	\$1,041,080	\$1,041,080	\$1,041,080	\$1,041,080
CONSULTATION	3,339.23	\$1,041.08	\$1,041,080	\$1,041,080	\$1,041,080	\$1,041,080
PROF SERV - SIOUXLAND NETWORK	(1,170.44)	\$1,041.08	\$1,041,080	\$1,041,080	\$1,041,080	\$1,041,080
DISTRIBUTION	9,781.00	\$1,041.08	\$1,041,080	\$1,041,080	\$1,041,080	\$1,041,080
TOTAL OUTSIDE SERVICES	26,995.19	\$1,041.08	\$1,041,080	\$1,041,080	\$1,041,080	\$1,041,080
TOTAL SALARIES & OUTSIDE S	210,304.73	\$1,041.08	\$1,041,080	\$1,041,080	\$1,041,080	\$1,041,080
GROSS PROFIT	7,017.11	\$1,041.08	\$1,041,080	\$1,041,080	\$1,041,080	\$1,041,080
OPERATING EXPENSES:						
PERSONNEL						
PAYROLL TAXES	11,471.50	\$1,041.08	\$1,041,080	\$1,041,080	\$1,041,080	\$1,041,080
401(k)	(1,912.00)	\$1,041.08	\$1,041,080	\$1,041,080	\$1,041,080	\$1,041,080
DENTAL INSURANCE	616.49	\$1,041.08	\$1,041,080	\$1,041,080	\$1,041,080	\$1,041,080
HEALTH INSURANCE	4,939.23	\$1,041.08	\$1,041,080	\$1,041,080	\$1,041,080	\$1,041,080
GROUP LIFE INSURANCE	1,011.58	\$1,041.08	\$1,041,080	\$1,041,080	\$1,041,080	\$1,041,080
SOCIAL EVENTS	1,714.07	\$1,041.08	\$1,041,080	\$1,041,080	\$1,041,080	\$1,041,080
RECRUITING	416.31	\$1,041.08	\$1,041,080	\$1,041,080	\$1,041,080	\$1,041,080
CONTINUING EDUCATION	310.07	\$1,041.08	\$1,041,080	\$1,041,080	\$1,041,080	\$1,041,080
PROFESSIONAL DUES & LICENSES	.00	\$1,041.08	\$1,041,080	\$1,041,080	\$1,041,080	\$1,041,080
TOTAL PERSONNEL	20,831.21	\$1,041.08	\$1,041,080	\$1,041,080	\$1,041,080	\$1,041,080

WILLIAMS & COMPANY CORPORATION
INCOME STATEMENT
FOR CONSOLIDATED OPERATIONS
FOR THE 12 PERIODS ENDED DECEMBER 31, 1978

	PERIOD TO DATE		1978			
	ACTUAL	PRIOR YEAR	12 MONTHS ENDING 12/31/78	12 MONTHS ENDING 12/31/77	9 MONTHS ENDING 9/30/78	9 MONTHS ENDING 9/30/77
OCCUPANCY						
RENT	\$4,000.00	.00	\$4,000.00	.00	.00	.00
TOTAL OCCUPANCY	4,000.00	.00	\$4,000.00	.00	.00	.00
EQUIPMENT						
DEPRECIATION EXPENSE	(49,951.73)	.00	49,951.73	.00	.00	.00
RENTAL	.00	.00	.00	.00	.00	.00
REPAIRS & MAINTENANCE	.00	.00	.00	.00	.00	.00
TOTAL EQUIPMENT	(49,951.73)	.00	49,951.73	.00	.00	.00
PROMOTIONAL						
DUES	.00	.00	.00	.00	.00	.00
GIFTS	301.00	.00	301.00	.00	.00	.00
ADVERTISING	1,635.47	.00	1,635.47	.00	.00	.00
MARKETING	617.42	.00	617.42	.00	.00	.00
ENTERTAINMENT EXPENSE	.00	.00	.00	.00	.00	.00
CONTRIBUTIONS	.00	.00	.00	.00	.00	.00
TOTAL PROMOTIONAL	2,553.89	.00	2,553.89	.00	.00	.00
OTHER OPERATING EXPENSE						
PROFESSIONAL LIABILITY INS	566.00	.00	566.00	.00	.00	.00
GENERAL INSURANCE	(336.00)	.00	.00	.00	.00	.00
PUBLICATIONS	.00	.00	.00	.00	.00	.00
DUPLICATING COSTS	.00	.00	.00	.00	.00	.00
COMPUTER SUPPLIES	57.36	.00	57.36	.00	.00	.00
STATIONERY & OFFICE SUPPLIES	814.21	.00	814.21	.00	.00	.00
ART SUPPLIES	.00	.00	.00	.00	.00	.00
POSTAGE	12.67	.00	12.67	.00	.00	.00
TELEPHONE	1,731.07	.00	1,731.07	.00	.00	.00
TRAVEL EXPENSE	146.24	.00	146.24	.00	.00	.00
MISCELLANEOUS EXPENSE	2,724.31	.00	2,724.31	.00	.00	.00
TOTAL OTHER OPERATING EXPENSE	5,761.76	.00	5,761.76	.00	.00	.00
ALLOCATIONS						
INDIRECT EXPENSE ALLOCATION	9,252.34	.00	9,252.34	.00	.00	.00
TOTAL ALLOCATIONS	9,252.34	.00	9,252.34	.00	.00	.00
TOTAL OPERATING EXPENSES	(7,623.38)	.00	7,623.38	.00	.00	.00
NET INCOME FROM OPERATIONS	14,651.07	.00	14,651.07	.00	.00	.00
OTHER INCOME & (EXPENSE)						
MISCELLANEOUS	(33.94)	.00	(33.94)	.00	.00	.00
FINANCE CHARGES	.00	.00	.00	.00	.00	.00
GAIN (LOSS) ON SALE	145,751.14	.00	145,751.14	.00	.00	.00
INTEREST	(1,354.94)	.00	(1,354.94)	.00	.00	.00

附註 14 其他收入及支出
 其他收入及支出
 其他收入及支出
 其他收入及支出

	2019年12月31日		2018年12月31日		2017年12月31日	
	美元	人民币	美元	人民币	美元	人民币
OTHER INCOME & (EXPENSE)	(Continued)					
BAD DEBTS	\$ (433,601)	人民币 2,910,000	1,000,000	人民币 6,666,667	1,000,000	人民币 6,666,667
TOTAL OTHER INCOME & (EXPENSE)	143,564,811	人民币 920,000,000	1,000,000	人民币 6,666,667	1,000,000	人民币 6,666,667
EARNINGS BEFORE INCOME TAX	158,027,802	人民币 1,000,000,000	1,000,000	人民币 6,666,667	1,000,000	人民币 6,666,667
NET INCOME (LOSS)	\$ 158,027,802	人民币 1,000,000,000	1,000,000	人民币 6,666,667	1,000,000	人民币 6,666,667

Exhibit 1

Williams & Company Communications, Inc.

List of Officers

<u>Name</u>	<u>Title</u>	<u>Address, City, State, Zip Code</u>
Harlan E. Crouch	President	814 Pierce Street Sioux City, IA 51101-9400
Dennis J. Bixenman	Vice President Treasurer	814 Pierce Street Sioux City, IA 51101-9400
H. Patrick Eriksen	Vice President Secretary	814 Pierce Street Sioux City, IA 51101-9400

Exhibit J

Iowa Certificate of Existence of Williams & Company Communications, Inc.

IOWA

No. 0001220
Date: 04/05/2000

SECRETARY OF STATE

490 DP-000235299

WILLIAMS & COMPANY CONSULTING
ATTN: KAREN SCHWIEGER
PO BOX 9400
SIOUX CITY, IA 51102-9400

RECEIVED

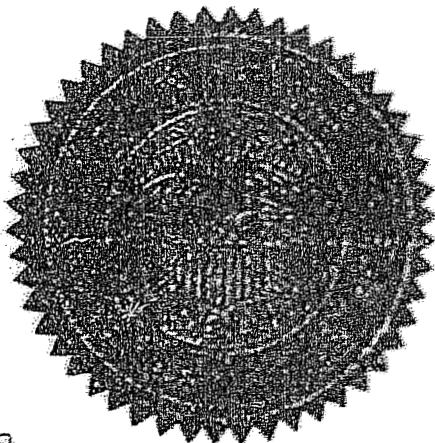
APR 11 2000

11:00 AM

CERTIFICATE OF EXISTENCE

Name: WILLIAMS & COMPANY COMMUNICATIONS, INC.
Begin date: 19991220
Expiration: PERPETUAL

I, CHESTER J. CULVER, secretary of state of the state of Iowa, custodian of the records of incorporations, certify that the corporation is in existence and was duly incorporated under the laws of Iowa on the date printed above, that all fees required by the Iowa Business Corporation Act have been paid by the corporation, that the most recent biennial corporate report has been filed by the secretary of state, and that articles of incorporation have not been filed.



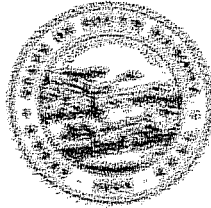
Chester J. Culver
CHESTER J. CULVER, SECRETARY OF STATE



Exhibit 4

**South Dakota Certificate of Authority of
Williams & Company Communications, Inc.**

State of South Dakota



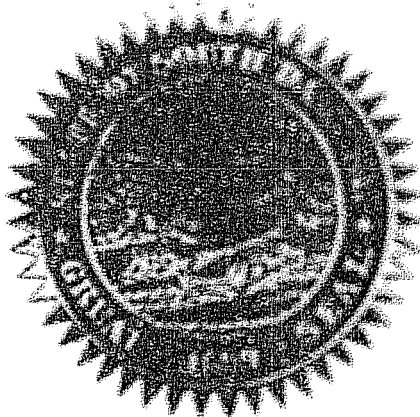
OFFICE OF THE SECRETARY OF STATE

Certificate of Authority

I, JOYCE HAZELTINE, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of WILLIAMS & COMPANY COMMUNICATIONS, INC. DBIA WILLIAMS & COMPANY ENTERPRISES, INC. to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Corporation Act, have been received in this office and are found to conform to law.

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this July 11, 2009.



A handwritten signature in cursive script, appearing to read "Joyce Hazeltine".

Joyce Hazeltine
Secretary of State

STATE OF IOWA)
)
COUNTY OF WOODBURY)

SS.

I, Harlan E. Crouch, being duly sworn on oath, state that I am the President of Williams & Company Communications, Inc., the Applicant in the above-entitled action; that I have read the foregoing Application and Exhibits "1" through "4" and know and understand the contents of same, and that the information contained therein is true and correct to the best of my knowledge and belief.


Harlan E. Crouch

SUBSCRIBED and sworn to before me by Harlan E. Crouch this

12th day of May, 2001


Notary Public in and for the State of Iowa

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of May 10, 2001 through May 16, 2001

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: 605-773-3505

CONSUMER COMPLAINTS

CT01-024 In the Matter of the Complaint filed by Lawrence Blankenhorn, Flandreau, South Dakota, against MCI WorldCom Regarding Unauthorized Switching of Services and Billing for Services.

Complainant alleges that his long distance service was switched without his authorization which resulted in the unauthorized billing. Complainant is asking for \$1,000.00 as provided by South Dakota law.

Staff Analyst: Mary Healy
Staff Attorney: Kelly Frazier
Date Docketed: 05/14/01
Intervention Deadline: N/A

ELECTRIC

EL01-009 In the Matter of the Joint Request for an Electric Service Territory Boundary Change between Xcel Energy and Southeastern Electric Cooperative, Inc.

Xcel Energy and Southeastern Electric Cooperative, Inc. are jointly requesting a change to the existing electric service territory agreement, pursuant to SDCL 49-34A-55. The area in question is in the "Prairie Trails Addition" within the NW 1/4 of Section 35 of Range 51 West, Township 100N, Tea, South Dakota. The existing boundary intersects many of the proposed lots in the addition. The boundary change requested would allow the service territory to follow the proposed lot lines.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Docketed: 05/14/01
Intervention Deadline: 06/01/01

NATURAL GAS

NG01-005 In the Matter of the Filing by Montana-Dakota Utilities Co. for Approval of an Amendment to a Contract with Deviations with Morris Asphalt, Inc.

Application by Montana-Dakota Utilities Co. for approval of an amendment to its contract with deviations with Morris Inc. The filing proposes to revise the calculation of the rate applicable to Morris Inc. The contract would be in effect for an initial period and continue in one year increments until either party furnishes 30 days notice of termination.

Staff Analyst: Heather Forney
Staff Attorney: Kelly Frazier
Date Docketed: 05/14/01
Intervention Deadline: 06/01/01

TC01-051 In the Matter of the Application of Williams & Company Communications, Inc. for a Certificate of Authority to Provide Local Exchange Services in South Dakota.

Williams & Company Communications, Inc. is seeking a Certificate of Authority to provide local exchange and high speed internet access telecommunication services in South Dakota. The applicant intends to provide these services in Qwest exchanges using a combination of its own facilities, leased facilities and resale.

Staff Analyst: Keith Senger
Staff Attorney: Karen Cremer
Date Docketed: 05/15/01
Intervention Deadline: 06/01/01

TC01-052 In the Matter of the Filing by Qwest Corporation for Approval of Revisions to its Access Service Tariff.

On May 16, 2001, Qwest Corporation filed revisions to its Exchange and Network Services Tariff for approval. The purpose of the revisions is to introduce changes dealing with Jurisdictional Report Requirements.

Staff Analyst: Heather Forney
Staff Attorney: Kelly Frazier
Date Docketed: 05/16/01
Intervention Deadline: 06/01/01

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WILLIAMS & COMPANY

CONSULTING, INC.

May 25, 2001

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

RE: SDPUC Docket TC01-051 – In the Matter of the Application of William & Company Communications, Inc. for a Certificate of Authority to Provide Local Exchange Services in South Dakota

Dear Mr. Senger:

In reply to your letter dated May 17, 2001, following are the explanations or additional information you requested, identified using the same numbering scheme as in your letter, regarding the Williams & Company Communications, Inc. application.

- 1) Williams owns internet routers, LAN-WAN equipment, servers and applicable systems applications related to conduct of its internet business and its internal network for LAN/WAN service in South Dakota. Further, Williams leases plain old telephone service (POTS), frame relay T-1 and T-1 facilities from Qwest in South Dakota for its internet backbone. The contradiction whether Williams is or will be a facilities based provider, appears to be a result of timing. Williams plans to enter the market as a reseller of Qwest service and depending on market penetration would then consider placing facilities and equipment based on the market obtained. Williams is aware if and when it changes to a facilities based provider, whether it be through leased facilities of its own, it would be required to establish an access tariff in South Dakota and would plan to do so prior to implementing that specific strategy. Williams may also consider deploying xDSL equipment in collocated space in Qwest central offices to offer high-speed internet service and further understands, if it does and leases those facilities to others, that it will also be required to file an access tariff and will do so in advance of deploying such equipment.
- 2) Enclosed (Attachment #1) is the Williams & Company Communications Cash Flow Statement for the Year 2000.
- 3) Enclosed is the Williams & Company Communications, Inc. Telephone Tariff #1, General Exchange Tariff for the State of South Dakota.

SERVICES

Telecommunications	Computer/Systems	Business Advisory
Marketing	Human Resources	Tax Planning
Environmental	Employee Benefits	Estate Planning

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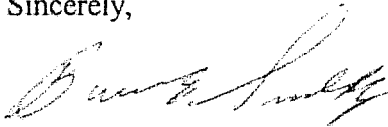
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SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

- 4) Williams currently provides dial-up internet service with six points of presence (POPs) in the South Dakota exchanges of Huron, Sioux Falls, Vermillion, Watertown, Brookings and Yankton. It also sells that service to exchanges/communities with extended area service to the aforementioned exchanges. In addition, Williams also provides high-speed internet access connectivity to one customer in Yankton on Qwest facilities. Related to its technical capabilities, Williams has purchased equipment to collocate DSLAM equipment in a Qwest Central Office, but will begin that market entry in an Iowa location. Williams also currently provides high speed internet service to customers in Iowa using DSL service in Sioux City to eleven customers, 64Kbs service to nine customers, T-1 Frame Relay service to one customer and maintains eighteen dial-up internet POPs connected with a leased T-1 or Frame Relay T-1 backbone network in Iowa. As stated in the application, Williams provides internet access service to over 6,000 internet subscribers in Iowa and South Dakota. Williams maintains a 24 hour, seven day per week technical support team to assist and respond to customer needs for its internet service and will provide the same quality customer assistance to its future telephony subscribers.

Thank you for your assistance with the Williams & Company Communications, Inc. application and if you require additional information, please feel free to call me at 515-284-1616.

Sincerely,



Burnie E. Snoddy
Senior Telecommunications Consultant

ATTACHMENT #1

**WILLIAMS & COMPANY
COMMUNICATIONS, Inc.**

2000 CASH FLOW STATEMENT

Williams & Company Communications, Inc.
Statement of Cash Flows
Year Ending December 31, 2000

Sources (Uses) of Funds

Net Income	\$ 220,319
Income Taxes	\$ -
Depreciation	\$ 69,938
Operating Cash Flow	<u>\$ 290,257</u>
(Increase) Decrease in Billed Receivables	\$ (165,210)
(Increase) Decrease in Prepayments	\$ (12,000)
(Additions) Disposals of Property & Equipment	\$ (719,487)
(Increase) Decrease - Investments	\$ (100,000)
Line of Credit Advances (Repayments)	\$ 160,000
Increase (Decrease) in Accounts Payable	\$ 84,029
Increase (Decrease) in Due to Consulting, Inc.	\$ 115,036
Increase (Decrease) in Accrued Liabilities	\$ 40,487
Capital Contributions	\$ 299,700
Redemption (Purchase) of Common Stock	<u>\$ 300</u>
Total Sources (Uses) of Funds	<u>\$ (6,888)</u>
Beginning Cash	\$ -
Ending Cash	<u><u>\$ (6,888)</u></u>

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MAY 30 2001
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Telephone Tariff #1
Applicable to

GENERAL EXCHANGE SERVICE

of

Williams & Company
Communications, Inc.
Sioux City, Iowa

Filed with
South Dakota
Public Utilities Commission

May 2001

RECEIVED

MAY 29 2001

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

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Issued: 05/25/01

By: Harlan E. Crouch, President

PRELIMINARY STATEMENT

This filing reflects the local exchange service rates, terms and conditions to business and residence customers in the North Sioux City Exchange, including Dakota Dunes.

EXPLANATION OF SYMBOLS

- (C) Change in regulation or condition which affects a rate of charge
- (D) Discontinued regulation, condition, rate, or charge
- (I) Increase in rate or charge
- (N) New regulation, condition, rate, or charge
- (R) Reduction in rate or charge
- (T) Change in text only no change
- (NA) This service is Not Available at this time

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Issued: 05/25/01

Effective: 08/01/01

By: Harlan E. Crouch, President

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By: Harlan E. Crouch, President

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GENERAL RULES AND REGULATIONS

A. APPLICATION

1. General

- a. The Rules and Regulations specified herein apply to the intrastate services and facilities furnished by Williams & Company Communications, Inc., hereinafter referred to as the Company. Failure on the part of the customers to observe these Rules and Regulations of the Company, after due notice of such failure, the Company has the option to discontinue service.
- b. In the event of a conflict between these General Rules and Regulations and any conditions contained in the General Exchange Tariffs and the Local Exchange Tariffs, the rate and condition contained in the specific tariff shall prevail.
- c. These tariffs cancel and supersede all other tariffs of the Company issued and effective prior to the effective dates shown on individual sheets of this tariff.

B. OBLIGATION AND LIABILITY OF TELEPHONE COMPANY

1. Availability of Facilities

- a. The Company's obligation to furnish exchange and toll telephone service is dependent upon its ability to secure and retain, without unreasonable expense.

2. Limitations of Liability

- a. The Company does not guarantee uninterrupted working of its lines or equipment. In case service is interrupted otherwise than by the negligence or willful act of the customer, an adjustment will be made in the amount of the charges for that portion of the service rendered inoperable. Any adjustment shall apply only if the interruption continues beyond twenty-four (24) hours after first noted by the Company. Adjustment will be made in the form of a bill credit. Nor shall the Company be liable for damage caused by customer-provided equipment, including, without limitation, damage that is caused by mistakes, omissions, interruptions, delays, errors or other defects in transmission; and damage that arises from injuries to persons or property from voltages or currents transmitted over the service of the Company.

B. OBLIGATION AND LIABILITY OF TELEPHONE COMPANY (cont'd.)

- b. The Company is not liable for any defacement or damage to the customer's premises resulting from the existence of the Company's facilities, apparatus or associated wiring on such premises, or from the installation or removal thereof, unless such defacement or damage is the result of the negligence of the Company.
- c. The Company's facilities, apparatus and associated wiring installed below ground on the Customer's premises will be at a depth sufficient to protect the cable from injury or damage imposed by expected surface usage, only. For purposes of this rule, expected surface usage includes such activities as gardening, power raking, lawn aerating, sod removal and lawn mowing. Expected surface usage does not include such activities as planting of trees and/or shrubs, placing fence posts, digging footings, placing drainage tile, and excavating for swimming pools. Where the Customer is performing activities on the premises other than expected surface usage, the Customer shall contact the Company for location of the facilities to avoid damage. When a Customer does not request a location of the facilities and causes damage to Company facilities while performing activities other than expected surface usage activities, the Customer will be held responsible for the damages.
- d. Except as provided above with respect to expected surface usage, the Customer shall be responsible for damages to facilities of the Company caused by the Customer's negligence or willful act. The customer may not rearrange, disconnect, remove or attempt to repair, nor permit others to rearrange, disconnect, remove or attempt to impair any facilities installed by the Company without the Company's consent.
- e. The Company shall not be responsible for any loss or damage to the property of the Customer or others, nor for any personal injury nor for failure or impairment of service caused by any apparatus, circuit or device not furnished by the Company unless such loss or damage is caused solely by the negligence of the Company.

C. USE OF SERVICE AND FACILITIES

1. Ownership and Use of Equipment

- a. Customer-premises equipment may be connected to facilities of the Company under the provisions provided in Part VII of this tariff.

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Effective: 08/01/01

By: Harlan E. Crouch, President

C. USE OF SERVICE AND FACILITIES (cont'd.)

2. Unauthorized Attachments or Connections

- a. The Company shall not be required to attach its facilities to facilities not owned and installed by it, nor shall facilities not furnished by the Company, be attached to or connected with facilities furnished by the Company, unless provided for elsewhere in the tariffs. In case any such unauthorized attachment or connections are made, the Company shall have the right to disconnect the same or to suspend the service during the continuance of such attachment or connection or to terminate the service.

3. Use of Customer Service

- a. Customer telephone service is furnished only for use by the customer, his/her family, employees or business associates, or persons residing in the customer's household, except as the use of the service may be extended to joint users or to persons temporarily subleasing a customer's residential premises.
- b. Customers may subscribe to resale or shared services under terms and conditions located in Part IV of this tariff.

D. ESTABLISHMENT AND FURNISHING OF SERVICE

1. Application for Service

- a. Applications for service may be made orally or in writing. These applications become contracts upon the establishment of service. The Company may require an applicant to pay in advance an amount equal to one month's exchange rate. If a deposit is required by the Company, applicable nonrecurring charges and service charges if any) may be required in advance. The terms and conditions specified for such contracts are subject to these General Rules and Regulations, the General Exchange Service Tariffs, and the Local Exchange Service Tariffs for the exchange from which service is to be furnished. Any change in rates, rules, or regulations shall act as a modification of the contract to that extent, without further notice.
- b. Requests from customers for additional service may be made orally. A move from one geographic location to another (outside move) within the same exchange is not considered to terminate the contract; orders for such moves may be made orally.
- c. "Minimum contract periods" and "termination of service" are covered elsewhere in Part II of this tariff.

D. ESTABLISHMENT AND FURNISHING OF SERVICE (cont'd.)

2. Telephone Numbers

- a. The customer has no proprietary right in the telephone number or any right to continuance of service from any specific central office, and the Company may assign or change the telephone number, the central office designation, or both, as is necessary in the conduct of its business. Except for nonpayment of yellow page advertising, when customers are assigned a new number within the exchange, the former working number intercept shall provide the new number to a calling party for not less than 60 days or until the issuance of a new directory.

3. Alterations

- a. The customer agrees to notify the Company promptly whenever alterations or new construction on premises owned or leased by him/her necessitate changes in the Company's facilities; the customer agrees to pay the Company's charges for such changes.

4. Payment for Service

- a. The customer is required to pay all rates and charges for exchange services and facilities, and for toll messages (including collect toll messages which have been accepted at the customer's telephone).

5. Maintenance and Repairs

- a. All expense of maintenance and repair of regulated services or facilities provided by the Company will be borne by the Company. The customer will be held responsible for restoration or replacement costs in case of loss of, damage to, or destruction of any of the Company's facilities not due to normal use. Customers may not rearrange, disconnect or remove, or permit others to rearrange, disconnect, or remove, any Company-owned facility installed by the Company unless provided elsewhere in this tariff.

6. Unusual Installation Costs

- a. Where special requirements of the customer involve unusual construction or installation, the customer may be required to pay additional costs as provided elsewhere in this tariff.

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Effective: 09/01/01

By: Harlan E. Crouch, President

D. ESTABLISHMENT AND FURNISHING OF SERVICE (cont'd.)

7. Service Interruption

a. When facilities in a given area are interrupted, service to existing customers shall be reestablished in accordance with categories of precedence in the order listed below.

- (1) Category 1 - Public Safety and Health:
Official federal, state, county, and municipal government agencies protecting the public safety and health; private organizations and persons engaged primarily in protecting the public safety and health, such as physicians, hospitals, ambulance service, volunteer fire departments, American Red Cross, licensed protective patrols and armored cars, and similar agencies.
- (2) Category 2 - Carriers and Utilities:
Contract carriers, common carriers, and public utilities (exclusive of taxicabs and delivery service), for communications other than correspondence of the general public.
- (3) Category 3 - Other Public Services:
Emergency repair organizations, not included in Category 1, protecting health and property; press associations, newspapers, and broadcasting stations.
- (4) Category 4 - Physically Handicapped:
Persons who, because of physical handicaps, operate specifically-equipped vehicles and are unable to leave such vehicles without assistance.
- (5) Category 5 - Industrial:
Gas or oil producing or drilling operations; producers and distributors of fuel and lumber and other construction materials and equipment; food processing, distribution, and storage organizations; producers of substantial quantities of food; business concerns engaged in construction of housing and industrial or public works; taxicabs and livery service.
- (6) All Other Facilities Not Covered Above.

E. TELEPHONE DIRECTORIES

1. Distribution and Publication

a. The Company will normally publish or cause to be published and distribute or arrange for distribution a directory annually containing the serving exchange listings for each

E. TELEPHONE DIRECTORIES (cont'd.)

Central Office Access Line without charge. Additional directories may be furnished at the discretion of the Company. Directories containing listings for other areas may be provided at a nominal charge.

2. Ownership and Use

- a. Directories furnished to customers remain the property of the Company and are provided to customers as an aid in the use of the telephone service. The Company reserves the right to charge for directories issued in replacement of directories.

3. Directory Listings

- a. Directory listings remain the property of the Company and are not to be reproduced without the permission of the Company.

F. ESTABLISHMENT AND MAINTENANCE OF CREDIT

1. Establishment of Credit

- a. The Company is not obligated to provide service to any individual or firm that owes for service previously rendered by the Company at the same or a different address, until arrangements have been made to liquidate such previous indebtedness to the Company. Nor is the Company obligated to continue to provide service to any individual or firm whose credit with the Company is or becomes doubtful, in the opinion of the Company. Applicants for telephone service who are required to make a deposit may be required to pay in advance of installation, the service connection, installation and/or construction charges. In order to insure the payment of all charges due for its service, the Company may require any customer to establish and maintain his/her credit in one of the following ways:

- (1) By furnishing credit references acceptable to the Company.
- (2) By means of a cash deposit.

2. Amount of Deposits

- a. The amount of deposit required shall not be more than the maximum charge for two months' local exchange service or as may reasonably be required by the Company in cases involving service for short periods or special occasions.

F. ESTABLISHMENT AND MAINTENANCE OF CREDIT (cont'd.)

The Company may require the customer to increase the amount of the deposit at any time if the charges billed against the customer are found to warrant such an increase.

- b. A deposit may be made at any Company business office or authorized agent.
- c. The Company will maintain records which show the name and address of each depositor, the amount and date of the deposit, and each transaction concerning the deposit. Unclaimed deposits shall be disposed of in accordance with law.
- d. A receipt of deposit will be furnished to each customer from whom a deposit is received. Upon customer request, duplicate receipts will be provided to customers who have lost their receipt if the deposit is substantiated by the Company records.

3. Deposits and Collection Practices

- a. The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company's regulations as to advance payments and the prompt payment of bills; nor constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for nonpayment of sums due the Company for services rendered. The Company may discontinue service to any customer failing to pay current bills regardless of the fact that such customer has made a deposit with the Company to secure payment of such bills, or has furnished the Company with a guarantee in writing for such bills.

4. Interest to be Paid on Deposits

- a. Interest compounded annually shall be 7% per annum. Interest shall be paid for the period beginning with the date of deposit to the date of refund or to the date that the deposit is applied to the customer's account or to the date the customer's bill becomes permanently delinquent.

5. Discontinuance of Service for Failure to Establish Credit

- a. Service may be discontinued for failure to establish or maintain credit, as set forth in 3.a above, 12 days after the Company has mailed notice requiring the customer to do so.

F. ESTABLISHMENT AND MAINTENANCE OF CREDIT (cont'd.)

6. Service Charge for Reconnection

- a. Where service has been discontinued for failure to establish or maintain credit, as set forth in 3.a above, the applicable service charges, as defined in Part VI of this tariff, shall apply.

7. Deposit Refunds

- a. The deposit shall be refunded or credited to the customer after not more than 12 consecutive months of prompt payment, or 11 timely payments and one automatic forgiveness of late payment, unless the Company has documented information which indicates the deposit is necessary to insure payment.

8. Criteria for Procurement of Deposits

- a. Abnormal toll usage
- b. False credit information
- c. Unsatisfactory credit history

G. APPLICATION OF BUSINESS AND RESIDENCE RATES

1. Business Rates Apply at the Following Locations:

- a. In offices, stores, factories, mines, and all other places of a strictly business nature.
- b. In boarding houses, except as noted under 2 below; offices of hotels; halls and offices of apartment buildings; quarters occupied by clubs or lodges; public, private, or parochial schools or colleges, hospitals, libraries, and other similar institutions.
- c. At residence locations when the customer has no regular business access line service, and the use of the service, either by himself, members of his household, or his guests, or parties calling him, can be considered as more of a business than of a residence nature. This may be indicated by advertising, either by business cards, newspapers, handbooks, billboards, circulars, motion picture screens, or other advertising media, such as on vehicles, etc.
- d. In any location where the listing of service at that location indicates a business, trade, or profession, except as specified under 2 below.

G. APPLICATION OF BUSINESS AND RESIDENCE RATES (cont'd.)

2. Residence Rates Apply at the Following Locations:

- a. In a private residence where business listings are not provided.
- b. In private apartments of hotels, rooming houses, or boarding houses where service is confined to the customer's use, and elsewhere in rooming and boarding houses which are not advertised as a place of business or which have less than five rooms for roomers or which furnish meals to less than ten boarders, provided business listings are not furnished.
- c. In the place of residence of a clergyman or nurse, and in the residence of a physician, surgeon or other medical practitioner, dentist or veterinarian, provided the customer does not maintain an office in the residence.
- d. In college fraternity or sorority houses where individual access line service is provided.

H. CONSTRUCTION AND INSTALLATION CHARGES

1. General

- a. Special charges in the form of installation charges, monthly rates, or both, are applied in addition to the usual service charge and monthly rates when, because of the sporadic or occasional nature of the service or an unusual investment or expense, as for example:
 - (1) The facilities are provided in remote or undeveloped sections outside the Base Rate Area.
 - (2) Conditions require unusual methods of plant construction, installation, or maintenance.
 - (3) The customer's location requires the use of costly private right-of-way.
 - (4) The establishment of services may be of a speculative or temporary nature.
- b. Title to all construction, as specified in 2 below, provided wholly or partly as a customer's expense is vested in the Company.
- c. "Cost" is labor and materials, including loaded overheads, and may include contribution to cover the cost of doing business not explicitly associated with direct cost.

Issued: 05/25/01

Effective: 08/01/01

By: Harlan E. Crouch, President

H. CONSTRUCTION AND INSTALLATION CHARGES (cont'd.)

2. Special Type of Construction

- a. If a special type of construction is desired by a customer, (e.g., when underground service is desired in places where aerial construction would normally be used) or if unusual requirements of a customer make the cost of an installation higher than it would be if the usual type of construction were used, the customer is required to pay the difference in cost between the special type of construction and the average cost of the usual type of construction.

I. MINIMUM CONTRACT PERIODS

1. Minimum Contract Period

- a. Except as specified elsewhere in this Tariff, the minimum contract period is one month from the date service or additions to service are established, and the minimum charge is the authorized rate for one month. For purposes of rate administration each month is considered to have 30 days.
- b. The Company may require a contract period longer than one month at the same location for unusual construction necessary to meet special demands and involving extra costs (see H.2 preceding).

J. DISCONNECTION OR REFUSAL OF SERVICE

1. By the Company Without Notice

- a. The Telephone Company may disconnect or refuse the service without notice:
 - (1) In the event of a condition on the customer's premises determined by the Telephone Company to be hazardous.
 - (2) In the event of customer's use in such a manner as to adversely affect the Telephone Company's facilities or the Telephone Company's service to others. Including, but not limited to impersonation of another with fraudulent intent.
 - (3) In the event of tampering with facilities furnished and owned by the Telephone Company.
 - (4) In the event of unauthorized use.

J. DISCONNECTION OR REFUSAL OF SERVICE (cont'd.)

2. By the Company After Prior Written Notice

- a. In addition to the reasons set forth in subparagraph a. above, the Telephone Company may disconnect or refuse service after providing at least five days' or, in the case of deposits, 12 days' prior written notice for any of the following reasons:
- (1) Failure of a customer to make suitable deposit as required by these rules.
 - (2) Use of foul or profane language.
 - (3) The customer's bill for local, long distance, or miscellaneous services remains unpaid after the last date for timely payment.
 - (4) Failure of the customer or prospective customer to furnish permits or certificates of right-of-way specified to be furnished in the Telephone Company's rules filed with the Commission as conditions for obtaining service, or the termination of those permissions or rights, or for the failure of the customer or a prospective customer to fulfill the contractual obligations imposed upon him or her as conditions of obtaining service by a contract filed with and subject to the regulatory authority of the Commission.
 - (5) Failure of the customer to permit the Telephone Company reasonable access to its facilities.
 - (6) Any other violation of the Telephone Company's rules and regulations on file with the Commission, the requirements of municipal ordinances, or law pertaining for the service.
 - (7) When the service will be, or is, readily accessible and available for use by the public, by patrons of the customer, or by others not authorized.
- b. Despite the prior written notice provisions, as contained in these rules, disconnection may take place prior to the expiration of the notice period if the Telephone Company determines, from verifiable data, that usage during the notice period is so abnormally high that a risk of irrevocable revenue loss is created.
- c. Only one written notice will be provided to the customer if multiple violations occur under subparagraph a. above.

J. DISCONNECTION OR REFUSAL OF SERVICE (cont'd.)

- d. The notice of pending disconnection required by these rules shall be a written notice setting forth all reasons for the notice and the final date by which the account is to be settled or specific action taken. The notice shall be considered rendered to the customer when deposited in the U.S. mail with postage prepaid. If delivery is by other than U.S. mail, the notice shall be considered rendered when delivered to the last known address of the person responsible for the service. The final date shall be not less than five days after the notice is rendered or, in the case of deposits, 12 days. The notice will include a toll-free or collect number where a customer can obtain additional information.
- e. Where written notice is required, the Company will not disconnect service on a weekend, holiday, or after 2:00 p.m. unless the Company is prepared to reconnect service the same day.

3. Disputes

- a. In the event of a dispute concerning a bill, the Telephone Company may require the customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint, using complaint procedures in the Telephone Company's Tariff, shall continue, and for not less than 45 days after the rendering of the disputed bill, the service shall not be disconnected for nonpayment of the disputed amount. The 45 days may be extended by up to 60 days if requested of the Telephone Company by the Commission in the event the customer files a written complaint with the Commission.

4. Emergency Medical Conditions

- a. Notwithstanding any other provision of these rules, the Telephone Company shall postpone the disconnection of service to a residential customer for a reasonable time, not in excess of 30 days, if the customer produces verification from a physician, or a public health or social services official, which states that telephone service is essential due to an existing medical emergency of the customer, a member of the customer's family, or any permanent resident of the premises where service is rendered. This written verification shall identify the medical emergency and specify the circumstances. Initial verification may be by telephone if written verification is forwarded to the Telephone Company within five days. If the written verification is not received within five days,

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J. DISCONNECTION OR REFUSAL OF SERVICE (cont'd.)

service may be disconnected prior to the expiration of the 30-day period for postponement.

5. At Customer's Request

- a. Contracts for service may be terminated prior to the expiration of the contract period provided advance notice is given to the Company and upon agreement to pay all charges due for the service furnished, plus any termination charges which might be applicable.
- b. Where a contract for service with a one-month minimum period is canceled before establishment of the service is completed, a charge, not to exceed the service charge specified, is applied if all or a portion of the facilities have been installed.
- c. No minimum or termination charge will apply (unless otherwise stated specifically in this tariff) where a new customer takes over the service of the former customer, provided the service is to be furnished at the same location without interruption and that the new customer assumes all unpaid charges on the original contract. Minimum and termination charges will apply for any service furnished under the original contract which is not retained by the new customer.
- d. No minimum or termination charge will apply in the event the service is terminated because of condemnation, destruction, or damage to property by fire or other cause beyond the control of the customer.

K. PAYMENT FOR SERVICE AND FACILITIES

1. General

- a. Generally all customers shall pay for services and facilities monthly, in advance, and shall pay for long Distance Messages and Nonrecurring charges in arrears. Municipal, State, or Governmental Agencies may be exceptions to this rule.
- b. Billing to customers shall be scheduled monthly.
- c. All bills for local, long distance, or miscellaneous services are due not less than 20 days after the bill is rendered. Residential customers shall be permitted to have the last date for timely payment changeable for good cause in writing.

K. PAYMENT FOR SERVICE AND FACILITIES (cont'd.)

- d. When a customer is connected or disconnected, or for other cause the service received deviates by more than 24 consecutive hours from the normal billing period, the bill shall be prorated. If the prorating indicates a refund is due, the refund shall be accomplished by bill credit.
 - e. When warranted, in the judgement of the Company, special toll bills may be rendered.
 - f. Failure to receive a bill does not relieve the customer of the responsibility for payment.
2. Disconnection of Service by the Company
- a. In the event of failure by the customer or those responsible to pay any bill on or before the due date, the Company may discontinue local, long distance, or miscellaneous services upon written notice, allowing the customer five days to make payment or settlement.
3. Service Charge for Reconnection
- a. Where service has been discontinued for nonpayment of a due bill, applicable service charges, as defined in Part VI of this tariff, shall apply.
 - b. Where service has been discontinued for the nonpayment of a due bill, the customer may be required to reestablish credit, as defined in Establishment and Maintenance of Credit.
 - c. The maximum payment for restoration of service that existed prior to disconnection shall be the total past due amount,

applicable nonrecurring charges, and, if appropriate, an Advance Payment and Deposit, as specified elsewhere in this tariff.
4. Late Payment Charge
- a. All bills not paid before the last date for timely payment shall be subject to a late payment charge.
 - b. Each account shall be granted not less than one complete forgiveness of late payment charges each calendar year. The customer will be notified that this forgiveness has been used by first class mail or telephone.

K. PAYMENT FOR SERVICE AND FACILITIES (cont'd.)

- c. Late payment charges shall be: 1.5% of the amount billed, excluding interstate toll charges and related taxes, not paid before the last date for timely payment.

5. Returned Check Charge

- a. A service charge of twenty-five dollars (\$25.00) will be charged on all returned checks.

L. TAXES OR FEES TO BE BILLED TO CUSTOMERS

1. General

- a. When a municipality or political subdivision imposes upon the Company any license, occupation, franchise, permit, inspection, or other similar tax, such tax fee or charge shall be billed to the telephone customers receiving service within the municipal or political subdivision, allocated uniformly on the basis of each such customer's monthly charges for the types of service made subject to such tax, fee, or charge.

M. NETWORK CONNECTIONS

1. General

- a. Connections of new inside station wiring to the network shall only be made at the Demarcation Point.
- b. Such connections shall be made by using a Standard Network Interface and shall be in accordance with Part 68 of the FCC Rules.
- c. Direct electrical connections at the protector or by-passing the Standard Network Interface shall constitute a violation of this Company's filed tariffs and the service may be disconnected in accordance with its filed Rules and Regulations.

N. CUSTOMER COMPLAINTS

1. General

- a. A customer or prospective customer may initiate a complaint with the Company on any relevant matter by telephone, in person, or in writing directed to the Company at any of its offices. The Company's response to the complaint will generally be in the same form used by the customer. However, the Company may respond to written complaints by telephone or personal visits when it believes such communications will be effective

N. CUSTOMER COMPLAINTS (cont'd.)

in resolution of the issues.

- b. The customer may at any point during resolution of the complaint seek review by a Supervisor or Manager.
- c. Upon investigation and final resolution by the Company, if the customer wishes further review, the customer should direct all appropriate information to the South Dakota P.U.C., 500 East Capitol, Pierre, South Dakota 57501, 800/332-1782 or 800/877-1113.

O. RESALE OR SHARED SERVICE

1. General

- a. A reseller or shared service customer may obtain local exchange service from the Company to allow occupants of a building or complex of buildings to share in the use of local exchange services.
- b. The Company will provide service to the point of demarcation.
- c. The customer shall be responsible to extend the service from the point of demarcation.
- d. The end-user customer must be allowed to subscribe to service provided by the Company.
- e. Should the reseller refuse to allow the end-user customer to subscribe to local exchange service direct from the Company, the end-user customer may file a complaint against the reseller with the South Dakota P.U.C., 500 East Capitol, Pierre, South Dakota 57501, 800/332-1782 or 800/877-1113.

ADMINISTRATIVE TARIFF INSTRUCTIONS

A. APPLICATION OF RATES FOR BUSINESS AND RESIDENCE SERVICE

1. General

- a. As specified in the General Rules and Regulations and Tariffs, the location and the character of use of a telephone service govern its classification and rate treatment.

2. Business Rates Apply at the Following Locations:

- a. Business rates apply at any location where the use of the service is primarily or substantially of a Business, professional, institutional, or otherwise occupational nature.
- b. The Company reserves the right to develop, on an individual Case basis, rates for all services listed in this tariff.

3. Residence Rates Apply to the Following Locations:

- a. Residence rates apply to service provided for customer use in the residence of an individual or family, such as a single residence, or a private room or suite of rooms in a dormitory or boarding house, or a multiple dwelling, apartment house or hotel, or other building, trailer, etc., where the service will be used solely by the customer or members of his family, and such use will be primarily for personal, social, and domestic purposes and only incidentally for business purposes, and

(1) The listings furnished include no designation, title, or other matter indicating the business, trade, or profession in which the customer or any other authorized user of his service is engaged, or

(2) The customer or other authorized user of the residence service is a person with a doctor's degree who is engaged in the practice of medicine, surgery, dentistry, optometry, osteopathy, etc., and is also a customer to, or an authorized user of business service in the same or another premises in the same exchange, in which case the title "Dr." may be included in any listing of the residence service if necessary for purposes of identification of such person but not of value for any business purpose, or

A. APPLICATION OF RATES FOR BUSINESS AND RESIDENCE SERVICE (cont'd.)

- (3) The customer or other authorized user of the service is employed as a clergyman, military officer, retired clergyman, or professional man, in which cases a title, such as Rev., Father, Rabbi, Captain, Dr., etc., is necessary for purposes of identification of such person, but not of value for any business purpose.
 - (4) The descriptive title or designation is included in a listing as, in the judgement of the Company, necessary to properly identify the customer or an authorized user of his service, not of value for any business purpose.
- b. Residence rates also apply to service provided for customer use in the following cases where the use of the service is primarily for personal, social, or domestic and only incidental for business purposes.
- (1) At boarding, lodging, or rooming houses.
 - (2) Reading rooms located in a church, where the service is used in the conduct of its affairs. Where reading rooms are furnished residence service on this basis, their primary listings appear in the alphabetical section of the directory, and also in the classified section, if issued.
 - (3) To Central Office Access service in college fraternity or sorority houses where the members lodge or board.

Definitions

DEFINITIONS

ACTIVE ACCOUNT - A customer who is currently receiving telephone service, or one whose service has been temporarily disconnected (vacation, nonpayment, storm damage, etc.).

ADDITIONAL LISTING - Any listing of a name or other authorized information in connection with a customer's telephone number in addition to that to which he is entitled in connection with his regular service.

ANCILLARY SERVICE OR EQUIPMENT - Any communication service or equipment not included in the definitions of transmission service, terminal equipment, or inside station wiring.

AUTHORIZED USER - A person, firm, or corporation (other than the customer) on whose premises a telephone, private branch exchange, or private line service or channel is located and who may communicate over such channels in accordance with the terms of the tariff.

BASE RATE - A rate for urban grades of exchange service available to customers located within a base rate area.

BASE RATE AREA - The developed portion within each exchange service area as set forth in the telephone utility's tariffs, maps, or descriptions.

BUILDING - The term "Building" is a structure occupied by a customer or authorized user. Multi-occupant structures will be considered different buildings when space of one customer or authorized user is separated by space occupied by others.

BUSINESS SERVICE - Central Office Access Line service furnished to customers where the actual or obvious use is of a business, professional, or occupational nature.

CALLS - Telephone messages attempted by customers or users.

CENTRAL OFFICE - A unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting customer lines and trunks or trunks only. There may be more than one central office in a building.

CENTRAL OFFICE ACCESS LINE - A circuit extending from the central office equipment up to and including the demarcation point.

Definitions

CENTRAL OFFICE ACCESS LINE CHARGE - For work associated with the telephone line, extending from central office equipment up to and including, the demarcation point located at the customer's premises.

CENTREX SERVICE - See definition in General Services.

CHANNEL - An electrical path suitable for the transmission of communications.

CHARGES - Nonrecurring amounts billed to customers for regulated services and equipment.

CHECK OF SERVICE or **SERVICE CHECK** - An examination, test, or other method utilized to determine the condition of customer-provided terminal equipment and inside station wiring.

CIRCUIT - A channel used for the transmission of electrical energy in the furnishing of telephone and other communication services.

CLASS OF SERVICE - The various categories of service generally available to the customer, such as business, residential, pay telephone service and resale or shared service.

COMMUNICATIONS SYSTEM - Channels and other facilities which are capable, when not connected to exchange telecommunications service, of two-way communications between customer-provided terminal equipment or Company stations.

COMPANY - A corporation, association, partnership, or individual engaged in the business of furnishing telephone and other communications services to the public.

CONNECTING COMPANY - A corporation, association, partnership, or individual owning or operating one or more exchanges and with which communications services are interchanged.

CONSTRUCTION CHARGE - A separate recurring and/or nonrecurring charge made for the construction of facilities in excess of those contemplated under the rates quoted in the exchange tariffs.

CONTIGUOUS PROPERTY - Two or more parcels of property, occupied by the customer, in which the boundary line of one property touches the boundary line of the other(s).

CONTRACT - The agreement between a customer and the Company under which service and facilities are furnished in accordance with the applicable provisions of the tariff.

COST - The cost of labor and materials, which includes appropriate amounts to cover the Company's general operating and administrative expenses.

CUSTOMER - The individual, carrier, reseller, partnership, association, corporation, or government agency which contracts for telephone service, or relays messages to or from points outside the extended area, and is responsible for the payment of charges and compliance with the rules and regulations of the Company.

CUSTOMER PREMISE EQUIPMENT - Terminal equipment located on the customer's premise owned by the customer or owned by the telephone utility or some other supplier and leased to the customer.

DELINQUENT or DELINQUENCY - An account for which a bill or payment agreement for regulated services or equipment has not been paid in full on or before the last day for timely payment.

DEMARICATION POINT - The point of connection provided and maintained by the telephone utility to which the telephone utility-owned existing inside station wiring or customer-provided new inside station wiring becomes dedicated to an individual building or facility. For an individual customer dwelling, this point of connection will generally be immediately adjacent to, or within 12 inches of, the protector or the customer's side of the protector. The drop and block, including the protector, will continue to be provided by and remain the property of the telephone utility. In the instance where a physical protector does not exist at the point of cable entrance into the building or facility, the demarcation point is defined as the entrance point of the cable into the building or facility.

DIRECTORY LISTING - A publication in the Company's alphabetical directory of information relative to a customer's name or other identification and telephone number.

DISCONNECT - The disabling of circuitry preventing both outgoing and incoming communications.

DISCONNECT NOTICE - The written notice sent to a customer following billing, notifying that service will be discontinued if charges are not satisfied by the date specified on the notice.

DROP WIRE - That portion of a circuit between the pole line or cable distributing box and the protector or equivalent.

DUE DATE - The last day for payment without unpaid amounts being subject to a late payment charge or additional collection efforts.

DUE NOTICES - See "Disconnect Notice."

Definitions

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911) -

Automatic Location Identification (ALI): A feature by which the name (business accounts only) and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off-premise, etc.) will be identified with the address of the telephone number at the main location.

Automatic Number Identification (ANI): A feature by which the calling party's ANI telephone number is forwarded to the E911 Control Office and to the PSAP's Display and Transfer Units.

Data Management System (DMS): A system of manual procedures and computer programs used to create, store, and update the data required to provide the Selective Routing (SR) and ALI features.

Emergency Service Number (ESN): When the Selective Routing feature is provided, the customer is responsible for identifying primary and secondary PSAP locations, as well as the unique combinations of police, fire, and ambulance, or any other appropriate agencies responsible for providing emergency service in the E911 serving area. An Emergency Service Number (ESN) will be provided for each unique combination by the Telephone Company. The customer will associate these ESN's with street address ranges or other mutually agreed upon routing criteria in the E911 serving area. The ESN's will be carried in the Data Management System (DMS) to permit routing of E911 calls to the primary and secondary PSAP's responsible for handling of calls from each telephone in the E911 serving area.

Enhanced 911 (E911) Control Office: The office providing Tandem-switching capability for E911 calls. It controls switching of ANI information to the PSAP and also provides the SR feature, standard E911 Speed Calling features, call transfer capability, and certain maintenance functions for each PSAP.

Enhanced 911 Service Area: The geographic area in which the customer will respond to all E911 calls and dispatch appropriate emergency assistance.

Public Safety Answering Point (PSAP): An answering location for E911 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAP's respond first; Secondary PSAP's receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call. PSAP's are staffed by employees of a common bureau serving a group of such entities. This is CPE and it is the customer's responsibility to ensure it is compatible with the service(s) furnished by the Company.

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Definitions

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911) (Cont.)

Selective Routing (SR): A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party. It is the customer's responsibility to ensure the CPE selected to operate this feature is compatible with the service furnished by the Company.

Universal Emergency Number Service: A telephone exchange communication service for receiving telephone calls placed by persons in need of assistance who dial the number E911. Such calls are answered at PSAP's established and operated by the customer. The lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls are included.

Universal Emergency Number Service Customer: A municipality or other state or local governmental unit or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated within a defined geographic area to respond to public emergency telephone calls, at the minimum for police and fire service.

ENTRANCE FACILITIES - Facilities extending from the point of entrance on private property to the premises on which service is furnished.

EXCHANGE - A geographical area established for the administration of communications services in a specified area, called the "Exchange Area", which usually embraces a city, town, or village and its environs. It may contain one or more central offices together with the associated plant, equipment, and facilities used in furnishing communication service within that area.

EXCHANGE AREA - The territory served by an exchange.

EXCHANGE SERVICE - The furnishing of facilities for communication within an exchange area, in accordance with the regulations and charges specified in the Local or General Exchange Tariffs.

EXTENDED AREA SERVICE - Extended Area Service (EAS) means telephone service furnished between end user customers located within an exchange area and all of the end user customers of an additional exchange area. Extended Area Service is only for calls both originating and terminating within the defined extended area.

EXTRA EXCHANGE LINE MILEAGE - The measurement on which charges are based for that portion of the circuit extending beyond the Base Rate Area, but within the Exchange Area, which is used to furnish urban classes of service in the Suburban or Rural Area.

EXTRA LISTING - See "Additional Listing."

FLAT RATE SERVICE - Telecommunications service furnished at a fixed monthly or periodic charge.

FOREIGN CENTRAL OFFICE - Any central office other than that which serves the area in which the customer is located.

FOREIGN EXCHANGE LINE MILEAGE - The measurement applying to that portion of a central office line connecting a customer with a foreign central office, from the common boundary line to the customer's station, for which a monthly charge is made in addition to the base rate for exchange service.

FOREIGN EXCHANGE SERVICE - Exchange service furnished to a customer from an exchange other than the exchange regularly serving the area in which the customer is located.

GENERAL EXCHANGE SERVICES - Facilities, services, or features furnished by the Company connected to or associated with primary local exchange service.

GRADE OF SERVICE - The term used to describe individual-line services.

INDIVIDUAL LINE - A Central Office Access Line to provide one-party service. (Not a private branch exchange trunk.)

INFORMATION SERVICE ACCESS - An arrangement whereby a customer may access information via the network. Access to Information Service is usually provided by dialing 900 and 976 numbers.

INITIAL SERVICE PERIOD - The minimum length of time for which a customer is obligated to pay for service, facilities, and equipment, whether or not retained by the customer for such minimum length of time.

INSTALLATION CHARGE - A nonrecurring charge made at the time of installation of communications service or facilities, which may apply in place of or in addition to Service Charges and other applicable charges for service.

ISDN - Integrated Services Digital Network, Switched network providing end-to-end digital connectivity for simultaneous transmission of voice and data over multiple multiplexed communications channels and employing transmission and out-of-band signaling protocols that conform to inter-nationally defined standards.

JOINT USER SERVICE - An arrangement whereby an individual, firm, or corporation whose telephone needs are not such as to justify the provision of separate customer service is permitted to use the services of another customer.

LINE EXTENSION - See "Extra Exchange Line Mileage."

LOCAL EXCHANGE SERVICE - Telecommunications within a local service area in accordance with the provisions of the Company's tariffs.

Definitions

LOCAL MESSAGE - A completed customer or user call between stations located within the same Exchange Area or Local Service Area.

LOCAL SERVICE AREA - The area within which telephone service is furnished under a specific schedule of rates without the application of a long distance message charge.

LONG DISTANCE SERVICE - Long Distance Service is that part of the total telephone service rendered by the Company which is furnished between different exchange.

LONG DISTANCE TERMINAL - See "Telephone Station."

MESSAGE - A completed customer or user call.

MILEAGE RATE - The rate applying for the use of part or all of a line furnished by the Company.

MINIMUM CONTRACT PERIOD - The minimum length of time for which a customer is obligated to pay for services and/or facilities, whether or not retained by the customer for such minimum length of time.

NONRECURRING CHARGE - A one-time charge associated with certain installations, changes, or transfers of services, either in lieu of or in addition to recurring monthly charges.

NOTICE - See "Disconnect Notice."

OTHER SUPPLIER - The customer or any entity other than the telephone utility providing, repairing, or maintaining new inside station wiring or existing or new terminal equipment, or repairing or maintaining existing inside station wiring.

OUTSIDE PLANT - The telephone facilities installed on, along, or under streets, alleys, highways, and private rights-of-way between customer locations, central offices, or the central office and customer locations.

PAY TELEPHONE SERVICE - A central office access line providing connections for pay telephone equipment.

Pay Central Office Access Line: A circuit extending from the central office equipment up to and including the demarcation point to provide both local and toll service.

Interexchange Pay Access Line: A one-way, outgoing circuit extending from the central office up to and including the demarcation point for use with toll service only.

PREMISES - The space occupied by an individual customer in a building, in adjoining buildings, or on contiguous property, including property separated only by a public thoroughfare, a railroad right-of-way, or a natural barrier.

PRIVATE BRANCH EXCHANGE TRUNKS - See "Central Office Access Line."

PRIVATE LINE - A circuit provided to furnish communication between two or more locations directly connected to it. Such locations do not have access to the general exchange and interexchange networks.

PROTECTOR - A utility-owned electrical device located in the central office, at a customer's premises, or anywhere along any telephone facilities which is designed to protect both the telephone company's and the customer's property and facilities from over-voltage and over-current by shunting such excessive voltages and currents to ground.

RATES - Recurring amounts billed to customers for regulated communications services.

RESALE SERVICE - Central Office Access Line service obtained by a customer from the Company and resold to occupants of a building or complex of buildings.

RESIDENCE SERVICE - Telecommunication service furnished to customers when its use is for domestic purposes.

SERVICE ORDERING CHARGE - For work involved in receiving, recording, and transmitting information for establishment of telephone service or subsequent change to that service including directory listing.

SERVICE CHARGE - The charge a customer is required to pay at the time of the establishment of telephone service or subsequent changes to that service.

SERVICE CHECK - See "Check of Service."

SERVICE MAINTENANCE CHARGE - A nonrecurring charge for visits to the customer's premises when the service difficulty is caused by the customer-premises equipment.

SHARED SERVICE - Central Office Access Line service obtained by a customer from the Company and shared by occupants of a building or complex of buildings.

STANDARD NETWORK INTERFACE - See "Demarcation Point."

SUSPEND - See "Temporary or Vacation Suspension."

TARIFF - The rates, charges, rules, and regulations adopted and filed by the Company with the Iowa State Commerce Commission.

TELEPHONE COMPANY - See "Company."

Definitions

TEMPORARY OR VACATION SUSPENSION - Temporary disconnection or impairment of service which shall disable outgoing or incoming communications or both.

TERMINATION CHARGE - A charge applied under certain conditions when a contract for service is terminated by the customer before the expiration of the minimum contract period.

TIE LINE - A communication circuit connecting two private branch exchange services together.

TIE LINE MILEAGE - The measurement on which the rates for tie lines are based.

TOLL BLOCKING - A service that lets consumers elect not to allow the completion of outgoing toll calls from their telecommunications channel.

TIMELY PAYMENT - Payment on a customer's account made on or before the due date shown: (1) on a current bill for rates and charges, or (2) by an agreement between the customer and the Company for a series of partial payments to settle a delinquent account.

TRAVEL CHARGE - A charge that applies whenever a visit is required to complete the customer's request. One charge will apply for all work requested at the same time on the same visit.

TRUNK LINE - A circuit over which customers' messages are sent between two central offices or between a central office and a private branch exchange service.

WATS (WIDE AREA TELECOMMUNICATIONS SERVICE) - The furnishing of inward or outward switched telephone communications service between a wide area telecommunication service line and specified service area or bands.

ACRONYMS

A

ANI Automatic Number Identification
ALI Automatic Location Identification

B

BPS Bits Per Second
BRA Base Rate Area

C

CA Connecting Arrangement
CAMA Centralized Automatic Message Accounting
CCS Customer Calling Services
CCS Calling Card Service
CENTREX Centralized Exchange for Business Customer Services
CO Central Office
COAL Central Office Access Line
COE Central Office Equipment
CPE Customer Premises Equipment

D

DA Directory Assistance
DDD Direct Distance Dialing
DID Direct Inward Dialing
DTMF Dual Tone Multi-frequency

E

EAS Extended Area Service
ESS Electronic Switching System

F

FCC Federal Communication Commission
FX Foreign Exchange

H

HMPA Home Numbering Plan Area
HZ Hertz (frequency unit -- formerly cycles per second)

Acronyms

I

ILEC Independent/Incumbent Local Exchange Carrier
ISDN Integrated Services Digital Network
IW Inside Wire

L

LAMA Local Automatic Message Accounting
LATA Local Access and Transport Area

M

MOU Minutes of Use
MU Message Unit

N

NL Non-Listed
NNX Central Office Designation of Telephone Number
NP Non-Published
NPA Numbering Plan Area
NRC Non-Recurring Charges

O

OCC Other Charges and Credits
Other Common Carriers
ONI Operator Number Identification
OSP Outside Plant

S

SLU Subscriber Line Usage
SNI Standard Network Interface

T

TELCO Telephone Company
TT Touch Tone

U

USOC Uniform Service Order Code
USP Usage Sensitive Pricing

W

WATS Wide Area Telecommunications Service

Williams & Company
Communications, Inc.
614 Pierce, Sioux City, Iowa 51101
Acronyms

Telephone Tariff #1

SD P.U.C.

Part III
Original Sheet 12

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LOCAL EXCHANGE SERVICE

A. GENERAL

Central Office Access Lines extend between the central office equipment of the Company and the demarcation point located on the premises of the customer. Rates for Central Office Access Lines are shown in paragraph B. below. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

B. RATES

EXCHANGE NAME: Huron, SD

Includes Extended Area Service To:

Cavour, Hitchcock, Iroquois and Wolsey

All applicable rates below apply.

	<u>Monthly Rate</u>
1. <u>Central Office Access Line</u>	
a. <u>Within the Exchange Service Area</u>	
<u>Business Service</u>	
Individual Line	\$34.45
<u>Residence Service</u>	
Individual Line	\$18.05

C. CONDITIONS

1. Mileage rates may apply for central office access lines for individual services furnished outside the base rate area.
2. Rates and charges for tone dialing are included in the basic rate of this tariff.
3. In addition to tariffed promotional offerings, the Company may, in conjunction with a customer service agreement, offer individualized arrangements on a case-by-case basis where necessary to meet prices, terms or conditions of service offered by competitors. In such cases, the prices offered by the Company shall not exceed the prices for similar services contained in this tariff.

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By: Harlan E. Crouch, President

LOCAL EXCHANGE SERVICE

A. GENERAL

Central Office Access Lines extend between the central office equipment of the Company and the demarcation point located on the premises of the customer. Rates for Central Office Access Lines are shown in paragraph B. below. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

B. RATES

EXCHANGE NAME: Sioux Falls, SD

Includes Extended Area Service To:

Baltic, Brandon, Colton, Crooks, Dell Rapids, Garretson, Harrisburg, Hartford, Tea and Vallley Springs

All applicable rates below apply.

	<u>Monthly Rate</u>
1. <u>Central Office Access Line</u>	
a. <u>Within the Exchange Service Area</u>	
<u>Business Service</u>	
Individual Line	\$40.40
<u>Residence Service</u>	
Individual Line	\$19.75

C. CONDITIONS

4. Mileage rates may apply for central office access lines for individual services furnished outside the base rate area.
5. Rates and charges for tone dialing are included in the basic rate of this tariff.
6. In addition to tariffed promotional offerings, the Company may, in conjunction with a customer service agreement, offer individualized arrangements on a case-by-case basis where necessary to meet prices, terms or conditions of service offered by competitors. In such cases, the prices offered by the Company shall not exceed the prices for similar services contained in this tariff.

LOCAL EXCHANGE SERVICE

A. GENERAL

Central Office Access Lines extend between the central office equipment of the Company and the demarcation point located on the premises of the customer. Rates for Central Office Access Lines are shown in paragraph B. below. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

B. RATES

EXCHANGE NAME: Vermillion, SD

Includes Extended Area Service To:

None

All applicable rates below apply.

	<u>Monthly Rate</u>
1. <u>Central Office Access Line</u>	
a. <u>Within the Exchange Service Area</u>	
<u>Business Service</u>	
Individual Line	\$31.65
<u>Residence Service</u>	
Individual Line	\$17.25

C. CONDITIONS

1. Mileage rates may apply for central office access lines for individual and two-party services furnished outside the base rate area.
2. Rates and charges for tone dialing are included in the basic rate of this tariff.
3. In addition to tariffed promotional offerings, the Company may, in conjunction with a customer service agreement, offer individualized arrangements on a case-by-case basis where necessary to meet prices, terms or conditions of service offered by competitors. In such cases, the prices offered by the Company shall not exceed the prices for similar services contained in this tariff.

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LOCAL EXCHANGE SERVICE

A. GENERAL

Central Office Access Lines extend between the central office equipment of the Company and the demarcation point located on the premises of the customer. Rates for Central Office Access Lines are shown in paragraph B. below. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

B. RATES

EXCHANGE NAME: Watertown, SD

Includes Extended Area Service To:

Castlewood, Florence, Hayti, Lake Norden, South Shore, and Willow Lake

All applicable rates below apply.

	<u>Monthly Rate</u>
1. <u>Central Office Access Line</u>	
a. <u>Within the Exchange Service Area</u>	
<u>Business Service</u>	
Individual Line	\$34.45
<u>Residence Service</u>	
Individual Line	\$18.05

C. CONDITIONS

1. Mileage rates may apply for central office access lines for individual services furnished outside the base rate area.
2. Rates and charges for tone dialing are included in the basic rate of this tariff.
3. In addition to tariffed promotional offerings, the Company may, in conjunction with a customer service agreement, offer individualized arrangements on a case-by-case basis where necessary to meet prices, terms or conditions of service offered by competitors. In such cases, the prices offered by the Company shall not exceed the prices for similar services contained in this tariff.

LOCAL EXCHANGE SERVICE

A. GENERAL

Central Office Access Lines extend between the central office equipment of the Company and the demarcation point located on the premises of the customer. Rates for Central Office Access Lines are shown in paragraph B. below. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

B. RATES

EXCHANGE NAME: Yankton, SD

Includes Extended Area Service To:

Irene (Includes Mayfield), Lesterville, Tabor, and Wakonda
(Includes Gayville and Volin)

All applicable rates below apply.

	<u>Monthly Rate</u>
1. <u>Central Office Access Line</u>	
a. <u>Within the Exchange Service Area</u>	
<u>Business Service</u>	
Individual Line	\$34.45
<u>Residence Service</u>	
Individual Line	\$18.05

C. CONDITIONS

1. Mileage rates may apply for central office access lines for individual and two-party services furnished outside the base rate area.
2. Rates and charges for tone dialing are included in the basic rate of this tariff.
3. In addition to tariffed promotional offerings, the Company may, in conjunction with a customer service agreement, offer individualized arrangements on a case-by-case basis where necessary to meet prices, terms or conditions of service offered by competitors. In such cases, the prices offered by the Company shall not exceed the prices for similar services contained in this tariff.

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LOCAL EXCHANGE SERVICE

RESALE AND SHARED SERVICES

A. GENERAL

1. The Company will provide central office access lines to any landlord, owner, tenant association, or other affiliated group for the purpose of reselling or sharing local exchange services to occupants of a building or complex of buildings with a community of interest.
2. All persons (end-users) or occupants in a building or complex of buildings shall be permitted to subscribe to local exchange service from the Company.
3. The telephone rates charged to resale or shared use providers of service shall be on the same basis as business service.
4. The rates contained herein are in addition to all other applicable rates and charges located in other parts of this Company's tariff.

B. CONDITIONS

1. Community of interest, as used in Paragraph A.1. above, normally indicates joint or common ownership, but other factors may be considered.
2. The local resale or shared use supplier is required to subscribe to a sufficient number of access lines to assure the local network is not impaired and shall provide adequate facilities to its customers.
3. The Company is responsible for transmission quality up to the point of demarcation with the resale/shared use supplier. Transmission quality on the customer side of demarcation shall be the responsibility of the resale/shared use supplier.
4. The local resale/shared use supplier shall be responsible for providing local exchange telephone directories to its customers or users. The Company shall provide the resale/shared use supplier a directory in accordance with Part II of this tariff.

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By: Harlan E. Crouch, President

GENERAL EXCHANGE SERVICES

DIRECTORY LISTINGS

A. GENERAL

The following rates are applicable to the alphabetic section of the telephone directory for business, residence or pay telephone service customers. The rates and charges contained herein are in addition to all other applicable rates and charges located on other parts of this tariff.

B. RATES

	<u>Monthly Rate</u>
1. Additional or alternate listings, per listing.....	\$6.50
2. Private Service, per listing.....	\$3.50
3. Non-Listed Service, per listing.....	\$2.50
4. Foreign or Non-Subscriber Service, per listing (see Condition 4).....	\$6.50

C. CONDITIONS

1. A primary listing, which may include the name, address and telephone number of the individual, organization, firm or corporation for whom the service has been contracted, will be furnished at no charge.
 - a. Listings will be limited to such information as is necessary for proper identification.
 - b. The length of a listing may be limited by the use of abbreviations where the clarity of the listing and the identification of the customer will not be impaired.
 - c. The Company may refuse to insert any listing which, in its judgment does not facilitate the use of the directory.
2. Additional listings may be furnished with business, residence or pay telephone service for persons who occupy the same premises at the rates shown above. An additional listing may include the same address and telephone number as the primary listing.

C. CONDITIONS (continued)

3. An alternate call listing refers a calling party to certain other telephone numbers such as after business hours, on Sundays, holidays, or if there is no answer on the first listed number. Where the alternate call number is that of another customer, the listing will be furnished only with written approval of the other customer.
4. Foreign or Non-Subscriber Service is furnished to customers requesting that their listing be included in a directory of an exchange other than that from which service is rendered. The rate for a foreign company listing will be the rate of the company in whose directory the listing appears. The Conditions of paragraph C.1. above shall apply.
5. Private Service is the omission of a customer's listings from both the telephone directory and directory assistance records.
 - a. When Private Service is to be furnished, the customer will hold the Company harmless from any damages which might arise, and will absolve the Company from any responsibility for the failure of the customer to receive calls because of the private listing.
 - b. No charge will apply for Private Service for customers having other listed service.
6. The charge for additional, alternate or private listings is effective the day the directory assistance record is posted.
7. Non-Listed Service indicates the customer listing is omitted from the directory but otherwise posted on the directory assistance records and the telephone number will be given out upon request.
8. The contract period for directory listing is:
 - a. For those services that appear in the directory, the directory period; unless the listing is no longer applicable because of disconnection, removal, etc., of the services with which it is associated. The directory period starts on the day the directory is distributed and concludes the day that the succeeding directory is distributed.
 - b. For those services that do not appear in the directory -- 30 days.

D. CONDITIONS (continued)

9. Names, addresses and telephones numbers of interexchange pay access lines are not listed in the directory.

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GENERAL EXCHANGE SERVICES

BILLED NUMBER SCREENING SERVICE

A. GENERAL

1. Billed Number Screening Service prevents the billing of collect calls, third number calls or both to a customer's telephone number.
2. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

B. RATES

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
1. Per line equipped	\$0.00	\$18.00

C. CONDITIONS

1. The Company makes no guarantee and assumes no liability for the accuracy of Billed Number Screening Service. The customer agrees fully and completely to indemnify and save harmless the Company from any and every claim, loss, damage, suit or liability out of the furnishing or failure to furnish Billed Number Screening Service.
2. This service is available only where facilities permit.

GENERAL EXCHANGE SERVICES

FOREIGN EXCHANGE SERVICE

A. GENERAL

Foreign Exchange Service is interexchange service provided at a location in an exchange other than that in which the central office is located and from which the customer would normally be served. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

B. DEFINITIONS

1. Local Exchange - the exchange in which the customer premise equipment is located and in which service is provided.
2. Serving Exchange - the exchange in which the serving central office is located.
3. Contiguous Exchange - adjoining exchanges which share a common boundary.
4. Noncontiguous Exchanges - exchanges which do not share a common boundary.

C. RATES

1. Rates of the serving Company apply for local exchange service to the class and grade of service provided.
 - a. Plus, applicable rural mileage charges in the local exchange if the customer is located outside of the base rate area.
 - b. Plus, applicable special access rates contained in the "serving exchange" Carrier Access tariff or price list.
 - c. Plus, the foreign exchange service rate of \$7.50 per month per .05 multiple of the day DD station initial period message toll rate between the local and serving exchanges.
2. Applicable special access rates contained in the "local exchange" Carrier Access Tariff.

D. CONDITIONS

1. Foreign Exchange Service will be limited to business and residence individual Central Office Access Line Service, or PBX trunks, when facilities for its provision are available.
2. One directory listing will be provided, without added charge in the alphabetical directory covering the serving exchange for each business or residence service. In addition, each business customer will be entitled to regular listing in the classified directory covering the alphabetical and/or classified directories covering the local or other exchanges may be provided at the rates effective in those exchanges.
3. Customers to Foreign Exchange Service are required to subscribe to Central Office Access Line Service of the exchange from which service would normally be rendered. Any suspension or termination of the primary Local Exchange Service will require suspension or termination of the Foreign Exchange Service.
4. Calls beyond the local calling area of the serving exchange will not be permitted.

GENERAL EXCHANGE SERVICES

HUNTING SERVICE

A. GENERAL

1. Hunting Service applies for any business main line or PBX trunk arranged for hunting which allows completion of an incoming call from a line that is called but is in use to another line in the group, by means of central office equipment. Hunting applies to all but the last line arranged.

Hunting does not apply to:

- a. Trunks with DID
- b. Digital Switched Service except the Data Trunks
- c. Residence Lines
- d. Outward only Lines/Trunks

B. RATES

Monthly
Rate

1. Hunting, per line

\$5.00

C. CONDITIONS

1. Hunting Service is furnished only when the necessary facilities are available.

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GENERAL EXCHANGE SERVICES

LINE EXTENSIONS

A. GENERAL

Line extensions may be provided as set forth in this tariff for any class and grade of Central Office Access Line to customers or applicants beyond the existing facilities of the Company, within the same exchange. The charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

B. CHARGES

Nonrecurring
Charges

1. Extension of Facilities

a. Within the Base Rate and/or Special Rate Areas of the Company

None

b. Outside of the Base Rate and/or Special Rate Areas of the Company within the exchange boundaries

1) Extension of facilities when costs are less than the average amount of Outside Plant investment of the Company. (See formula below.)

None

2) Extension of facilities when costs are greater than the average amount of Outside Plant investment of this Company.

Computed
by
Formula

2. Formula for Computing Charges

a. Outside Plant, net value in last Company financial report. Elements to include:

- 1) Plant Under Construction
- 2) Pole Lines
- 3) Aerial Cable
- 4) Underground Cable
- 5) Buried Cable
- 6) Aerial Wire
- 7) Underground Conduit

B. CHARGES (continued)

- b. Number of Central Office Access Lines, at same date as a.
- c. Divide a. by b. equals d.
- d. Average Outside Plant, per Central Office Access Line
- e. Determine total cost of Outside Plant extension
- f. Subtract d. from e. (if possible) equals g.
- g. Remainder is the dollar amount of the line extension due from the customer.

C. CONDITIONS

1. Route and Type of Facilities

- a. The Company shall determine the route and type of construction which will be used in the extension of its facilities within an exchange. All such line extensions shall be owned and maintained by the Company.
- b. The Company will be responsible for the route of the proposed line extension facilities upon which costs will be developed. Such routes will include the last pole or cable distributing box on public or private property but will exclude the drop wire (maximum of 300) for the building in which the telephone service is to be located.
- c. Any difference in costs between the type of construction proposed by the Company for use on a line extension and the type of construction requested by the customer will be charged at actual cost for the difference (see Part V, Special Type of Construction).
- d. When two (2) or more applicants mutually agree they may be considered as a "group." Line extension charges will be established in order to determine the amount of construction which needs to be provided. Line extension charges computed for the total extension, less allowable costs, may be proportionately divided among the applicant making up the "group."

2. Obligation of the Company

- a. The Company's obligation to provide service through line extensions is solely dependent upon its ability to secure, retain, and maintain suitable rights-of-way without unreasonable expense.

C. CONDITIONS (continued)

- b. The Company will survey all prospective customers who could receive service from each proposed line extension project prior to its construction.
3. Payment of charges applicable to line extensions may be paid either in advance or on a recurring monthly basis including any applicable carrying charges, over a maximum 36-month period, at the option of the Company.
 - a. A customer paying the charges on a monthly basis who discontinues service within the three (3) year term, is obligated to pay a termination charge which equals the monthly charges remaining in the original (3) year term. An agreement setting forth the terms of payment shall be executed between the Company and the customer.
4. Applicants requesting service which can be provided from a previously established line extension project:
 - a. Within 12 months from the time service was initially provided by means of such line extensions, initial charges will be recomputed by the Company and the applicant will pay a proportionate share of such charges as if they were one of the initial applicants and appropriate refunds will be made to the original customer(s).
 - b. After 12 months from the time service was initially provided, such applicants(s) will be responsible for the charges and conditions applicable to the establishment of line extension facilities required to serve him (or them) alone.
5. Except as provided elsewhere in this tariff, refunds of line extension charges will not be paid by the Company.
6. Supersedure of service provided from a line extension and any adjustment in an amount paid by a customer discontinuing such service during the initial three (3) year term and an applicant superseding such service will be a matter of negotiation between the disconnecting customer, who has obligated himself for the line extension charge and the superseding applicant.

C. CONDITIONS (continued)

7. The Company will have the option to specify the type of construction to be used when line extensions are requested for service into real estate subdivisions or mobile home parks. Any difference in costs of types of plant facilities used by the Company or requested by the subdivider will be negotiated between the parties.
8. When the line extension proposed contains growth potential to provide for anticipated future service demands, the proposed customer(s) will only be obligated for that portion of such line extension costs as would be necessary to serve him (or her) alone. It will be to that segregated amount that the Formula for average Outside Plant costs will be applied.
9. Line Extensions of a Temporary or Speculative Nature
 - a. Line extension of the Company's facilities may be made to provide service of a temporary or speculative nature. An applicant whose service is considered speculative or temporary in nature will be charged the total actual costs of construction and estimated costs of removal, less salvage value, for the material used to establish the service.
 - 1) If after a 12-month period the temporary or speculative project is considered by the Company to be a permanent service, a refund may be made to the customer for the difference between costs paid and the charges which would have been computed for a regular line extension.

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By: Harlan E. Crouch, President

GENERAL EXCHANGE SERVICES

LINE EXTENSIONS

ADMINISTRATIVE TARIFF INSTRUCTIONS

A. GENERAL

1. The RUS (Rural Utility Service) has been consulted in the application of line extension charges (sometimes known as "Aid to Construction"). Their guidelines are:
 - a. If an exchange is to be rebuilt or expanded under an Area Coverage Design using RUS funds, customers desiring service requiring line extensions should be included in such facilities design; no line extension charges will apply.
 - b. If an exchange has been rebuilt and work completed as proposed by an Area Coverage Design and an application is received from customers desiring service which requires a line extension, line extension charges will apply.

B. AGREEMENTS

1. An AGREEMENT should be executed for each line extension.
2. The format of the AGREEMENT for Line Extensions is set forth on the following page.
 - a. The items listed below are keyed to the AGREEMENT format found on the following page. In each space, enter the following:
 - 1) Customer name
 - 2) Company name
 - 3) Date of AGREEMENT
 - 4) Amount of customer liability as computed under charges in tariff
 - 5) Down payment
 - 6) Trade-in or other allowances
 - 7) Total down payment, 5 plus 6 above
 - 8) Unpaid balance, 4 minus 7 above
 - 9) Other charges
 - 10) Amount financed, 8 plus 9 above

814 Pierce, Sioux City, Iowa 51101

General Exchange Services/Line Extensions/
Administrative Tariff Instructions

Original Sheet 13

C. AGREEMENTS (continued)

- 11) Finance charge
- 12) Total of payments
- 13) Deferred payment price
- 14) Annual percentage rate
- 15) Monthly installment
- 16) Final installment
- 17) Date of first installment
- 18) Service commencement date
- 19) Service address

3. After the AGREEMENT has been completed, accepted and signed by the Customer and the Company, one (1) copy should be given to the Customer. The remaining copies will be distributed as required.

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By: Harlan E. Crouch, President

AGREEMENT
 LIABILITY COVERING LINE EXTENSIONS

This Agreement is entered into between _____ 1)
 herein called "CUSTOMER" and the _____ 2) Telephone
 Company, herein called "COMPANY" as of _____ 3), 20____. The
 CUSTOMER has requested the COMPANY to construct an addition to its
 exchange plant facilities for the purpose of providing Central Office
 Access Line Service to the Customer. This addition will be provided at
 the charges and under the Conditions, Rules, and Regulations set forth
 in tariffs filed by the Company with the Iowa Utilities Board.

A.	CONSTRUCTION CHARGES-CASH PRICE		\$ _____	4)
B.	LESS: DOWN PAYMENT	\$ _____	5)	
C.	TRADE-IN, OTHER ALLOWANCES	\$ _____	6)	
D.	TOTAL DOWN PAYMENT (B+C)	\$ _____	7)	
E.	UNPAID BALANCE (A-D)	\$ _____	8)	
F.	OTHER CHARGES (to be itemized)			
			\$ _____	9)
G.	AMOUNT FINANCED (E+F)		\$ _____	10)
H.	FINANCE CHARGE		\$ _____	11)
I.	TOTAL OF PAYMENTS		\$ _____	12)
J.	DEFERRED PAYMENT PRICE (A+F+H)		\$ _____	13)
K.	ANNUAL PERCENTAGE RATE (%)		\$ _____	14)

CUSTOMER hereby agrees to pay to COMPANY the "TOTAL OF PAYMENTS" as
 shown above in 36 monthly installments of \$ _____ 15) (final payment
 to be \$ _____ 16) the first installment being payable _____ 17),
 20____, with all subsequent installments on the same day of each
 consecutive month until paid in full. The finance charge applies from
 _____ 18) (date). Upon prepayment of any amount due, rebate of
 unearned finance charges will be computed by the "Actuarial Method."
 Should telephone service be discontinued during the term of this
 Agreement, CUSTOMER shall be liable for the unpaid balance of this
 Agreement. The addition of facilities covered herein will be
 constructed to provide Central Office Access Line Service to the
 CUSTOMER's premises located at _____

CUSTOMER

COMPANY

By _____
 Address _____
 Witness _____
 Issued _____
 (Date)

By _____
 Title _____
 Witness _____

GENERAL EXCHANGE SERVICES

MILEAGE RATES

A. GENERAL

Mileage rates apply for extending standard voice grade inter-exchange service between premises or outside the Base Rate Area. Any other intra-exchange improved grade of circuits may be provided as set forth in the General Rules and Regulations-Construction. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

B. RATES

Monthly
Rate

1. Between buildings on different premises, per ¼ mile or fraction thereof
 - a. Per two wire circuit \$2.00
2. Outside the Base Rate Area (Rural)
 - a. One-party Service, Pay Telephone Service Line, Key System Line, or PBX Trunk Line, each \$X.XX

C. CONDITIONS

1. Mileage measurement is the cable route distance between the terminals.
2. Outside the Base Rate Area, rural mileage will be based upon the distance between the location of the service and the nearest point on Base Rate Area boundary.
3. When facilities must be constructed to provide service to an applicant beyond the Base Rate Area, charges shall be determined as set forth under Line Extensions.

GENERAL EXCHANGE SERVICES

TOLL BLOCKING SERVICE

A. GENERAL

1. Toll Blocking Service provides denial of outgoing 0+ and 1+ long distance calls for central office access lines or trunks.
2. This service is provided only where central office capabilities permit the offering.

B. RATES

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
1. Toll Blocking Service (outgoing calls only).....	\$2.50	N/A

C. CONDITIONS

1. The customer shall not be permitted to place outgoing calls to an operator or any part of the 0+ or 1+ long distance network when this service is in effect.
2. 1+ Blocking Service - Allows a subscriber to restrict the use of their phone for 1+ long distance calls. These calls can only be placed by persons knowing the correct Personal Identification Number (PIN) (1+ 800-xxx-xxxx numbers can be called without using the PIN).
3. Incoming calls are not restricted.
4. Rates and charges do not apply when service is provided at the Company's election.

Williams & Company
Communications, Inc.

Telephone Tariff #1

SD P.U.C.

Part V

814 Pierce, Sioux City, Iowa 51101

General Exchange Services/Special Billing Arrangements

Original Sheet 17

Reserved For Future Use

Issued: 03/25/01

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By: Harlan H. Crouch, President

GENERAL EXCHANGE SERVICES

TEMPORARY OR VACATION SUSPENSION

A. GENERAL

Temporary Suspension of Service is available for vacation purposes at a reduced rate for all customers.

B. RATES

1. The monthly rate will be 50% of the regular rate for the services suspended.
2. No other service charges will apply for the suspension and subsequent restoral of service.

C. CONDITIONS

1. The rates may be billed in total prior to the establishment of vacation rate service, or monthly, at the option of the Company.
2. The minimum period for which this service may be provided is 30 days; the maximum is 180 days during any 12-month period.

Williams & Company Telephone Tariff #1
Communications, Inc.
814 Pierce, Sioux City, Iowa 51101
General Exchange Services/Transfer Service

SD P.O.C.
Part V

Original Sheet 19

Reserved For Future Use

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By: Harlan E. Crouch, President

GENERAL EXCHANGE SERVICES

ADJACENT EXCHANGE SERVICE

A. GENERAL

1. Adjacent Exchange Service is offered to customers of this Company in any adjacent contiguous exchange in the State of Iowa.
2. The customer must subscribe to service in the primary exchange to be eligible for this service.
3. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.
4. This adjacent exchange tariff shall not affect the terms under which a customer receives adjacent exchange service, if that customer was receiving adjacent exchange service prior to April 26, 1989.

B. DEFINITIONS

1. Primary Exchange - The exchange in which the customer is located.
2. Adjacent (Secondary) Exchange - The adjacent contiguous exchange from which a second service can be extended into the primary exchange.
3. Construction Charges - The costs, including normal overhead expenses and costs for regrouping of lines, incurred by the company(s) in the provision of facilities required to extend the Adjacent Exchange Service to the premises of the customer in the primary exchange.
4. Telephone Plant - The central office equipment, wire, poles when applicable, outside plant facilities necessary in the provision of this service.
5. Point of Connection - Exchange boundary line, or point at which plant facilities cross, between the primary and adjacent exchanges.

C. CHARGES - (Nonrecurring)

1. The charges applicable to the customer in the provision of this service are:

a. In the primary exchange

1) All construction charges for extending the telephone plant facilities of the primary company from the customer location to the point of connection at the adjacent exchange boundary. These charges will be paid to the primary exchange company.

b. In the adjacent exchange

1) Construction charges applicable for extending the telephone plant facilities of the adjacent company from the point of connection at the primary exchange boundary to the available facilities in the adjacent exchange for the requested service. These charges will be paid to the adjacent exchange company.

2. All charges (estimated costs) will be paid in advance, and differences between actual and estimated costs will be refunded to the customers, or remitted to the company, as may be applicable.

A. RATES - (Monthly Recurring)

1. The rates applicable to the customer are:

a. All filed tariff rates of the adjacent exchange company for the service provided, plus....

b. Exchange mileage rates based on the cable route distance from the customer's location in the primary exchange to the point of connection with the adjacent exchange.

Monthly
Rate

- 1) First one mile or fraction thereof \$1.00
- 2) Each additional 1/4 mile or fraction thereof \$1.00

B. CONDITIONS

1. No toll calls will be placed from or charged to the customer's adjacent exchange central office access line except at such times as the primary exchange central office access line has been reported to be out of service.
 - a. Any violation of this condition will be cause for suspension or termination of the Adjacent Exchange Service.
 - b. When service from the primary exchange has been reported out of order, toll calls placed from the adjacent exchange central office access line will be rated from the adjacent exchange.
2. The rates, charges and billing for primary exchange service (plus toll charges on the primary central office access line) will be the responsibility of the primary company. The primary exchange company shall bill for the Adjacent Exchange Service and make appropriate settlement to the secondary exchange company, unless the primary exchange and the adjacent exchange agree to a different billing arrangement.
3. All outside telephone plant facilities will be owned, installed and maintained by the company(s) in whose exchange it is provided.
4. A customer subscribing to Adjacent Exchange Service must also subscribe to service from the primary exchange. Any suspension or termination of the primary exchange service will require suspension or termination of the Adjacent Exchange Service.
5. Disconnection of Service
 - a. When service provided under this tariff is disconnected, because the customer has no further need of such, or for nonpayment of either primary or Adjacent Exchange Service, no refunds of amounts paid previously by the customer for the extension of this service will be made by the Company.

E. CONDITIONS (continued)

6. Reuse of Facilities

a. When disconnected facilities are reused by a subsequent Adjacent Exchange Service customer requiring the same grade of service, no additional Construction Charges will be applied to such reconnected facilities, providing no additional construction of telephone plant is required.

7. Failure of the customer to comply with the terms and conditions related to Adjacent Exchange Service shall make the customer subject to discontinuance of service upon 30 days written notice.

8. Adjacent Exchange Service shall be furnished to only residential service, unless a waiver is granted by the Utilities Board for a particular customer for good cause shown.

GENERAL EXCHANGE SERVICES

DIRECTORY ASSISTANCE CHARGING

A. GENERAL

1. Directory Assistance Service is defined as furnishing and/or obtaining telephone numbers. The Directory Assistance charges specified in this tariff apply when a customer within an area code requests the telephone number of customer(s) within the same area code.
2. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

B. CHARGES

1. Customer Originated Calls
(maximum of two requests per call, each 4.00)

C. CONDITIONS

1. A customer shall not be charged for the first 100 directory assistance calls from a customer's station each month. The allowance applies for each:
 - Exchange Service line
 - Dormitory student account
 - Wide Area Telecommunications Service line
 - Mobile Telephone Service line
 - Trunk line
2. Call allowances are not transferable between accounts.
3. For the purposes of administering this tariff the full allowance will apply for service on record as of the customer's billing date.
4. Rates specified in B.1. preceding are not applicable to:
 - Calls placed from hotels and motels.
 - Calls placed from hospitals.

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General Exchange Services/Directory Assistance Charging Original Sheet 12

C. CONDITIONS (continued)

- Calls placed from residence telephones where a member of the customer's household has been certified by a qualified authority as unable to use a directory or reach the business telephone of a certified customer where other assistance is not available. A qualified authority is defined as including doctors of medicine, ophthalmologists, optometrists, registered nurses, therapists, professional staff of hospitals, post offices and public welfare agencies. Certification of physical disability sufficiently severe to prevent reading or using conventional reading materials may also be made by professional librarians or by any person whose competence in this area is acceptable to the Librarian of Congress of the United States.
- Calls from certified exempt customers and charged to their Calling Card.

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By: Harlan E. Crouch, President

GENERAL EXCHANGE SERVICES

CUSTOM CALLING SERVICES

A. GENERAL

Custom Calling Services are optional telephone service arrangements which may be provided only from central offices equipped to provide one or more custom calling features. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

B. RATES

Monthly Rate
Per Office
Equipped
Residential Business

1. Individual Services

a.	Automatic Callback	0 N/A	0 N/A
b.	Automatic Recall	44.00	44.00
c.	Blocked Call Rejection	N/A	N/A
d.	Call Forwarding Basic	1.00	1.00
e.	Call Forwarding Busy Line	1.00	1.00
f.	Call Forwarding Busy Line Programmable	2.00	2.00
g.	Call Forwarding Don't Answer	0.00	4.00
h.	Call Forwarding Don't Answer Programmable	0.00	4.00
i.	Call Forwarding Remote Activation	N/A	N/A
j.	Call Hold	N/A	N/A
k.	Call Rejection	4.50	4.50
l.	Call Trace	23.00	23.00
m.	Call Waiting	5.00	5.00
n.	Call Waiting Deactivation	N/A	N/A
o.	Call Waiting Enhanced	N/A	N/A
p.	Caller Identification Blocking Per Call	9.00	10.00
q.	Caller Identification Blocking Per Line	22.00	22.00
r.	Caller Identification Name	26.00	27.00
s.	Caller Identification Number	26.00	27.00
t.	Continuous Redial	1.00	1.00
u.	Dial Call Waiting	N/A	N/A
v.	Direct Call Pick Up	N/A	N/A
w.	Direct Call Pick Up With	N/A	N/A
x.	Distinctive Alert	21.00	21.00
y.	Distinctive Ringing	22.00	22.00
z.	Group Intercom	N/A	N/A

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A. RATES (Cont.)

Monthly Rate
Per 30 Day
Equipment
Residential Business

1. Individual Services (Cont.)

aa.	Hot Line Service	N/A	N/A
ab.	Last Call Identification	N/A	N/A
ac.	Last Call Return	\$1.00	\$1.00
ad.	Priority Call	N/A	N/A
ae.	Remote Call Forwarding	N/A	N/A
af.	Selective Call Forwarding	N/A	N/A
ag.	Speed Calling:		
	1. 8 Code	2.00	2.00
	2. 30 Code	3.00	3.00
ah.	Three Way Calling	4.00	4.00
ai.	Warm Line Service	\$1.00	\$1.00

A. DEFINITIONS

1. Individual Services

- a. Automatic Callback: Automatically redials the last number a customer dials. If the called party's number is busy, a special tone will alert the customer when the called number becomes idle.
- b. Automatic Recall: Enables a customer to receive a voice message identifying date, time and number of the last incoming call. This service also enables the customer to automatically redial the last incoming number, by dialing a one-digit code.
- c. Blocked Call Rejection: Allows a customer of Caller Identification - Name and/or Caller Identification - Number to reject calls for which calling name/number display information has been intentionally blocked. Only calls for which the information has been blocked are rejected.
- d. Call Forwarding-Basic: Permits a customer to transfer all incoming calls to another dialable telephone number. The customer pre-selects a second telephone number to which all incoming calls are automatically transferred. Calls may be transferred to a long distance message telecommunications point subject to the availability of the necessary facilities in the central office from which the calls are to be transferred.

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General Exchange Services/Custom Calling Services

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C. DEFINITIONS (continued)

- e. Call Forwarding-Busy Line: Allows a customer to have incoming calls forwarded to another predetermined number if the called number is busy.
- f. Call Forwarding-Busy Line (Programmable): Allows a customer to have incoming calls forwarded to another number when the called number is busy. The customer can activate and deactivate the forwarding feature by dialing a code as well as establish or change the number which calls will be forwarded.
- g. Call Forwarding-Don't Answer: Allows a customer to have an incoming call forwarded to another number if the customer does not answer after a preset number of rings.
- h. Call Forwarding-Don't Answer (Programmable): Allows a customer to have an incoming call forwarded to another number if the customer does not answer after a preset number of rings. The customer can activate and deactivate the forwarding feature by dialing a code as well as establish or change the number to which calls will be forwarded.
- i. Call Forwarding-Remote Activation: Allows a customer to activate or deactivate all types of Call Forwarding Services, or to change the forward-to destination from a remote location.
- j. Call Hold: Allows incoming calls to be placed on hold and retrieved from the same or another extension.
- k. Call Rejection: Enables a customer to reject call attempts from up to ___ numbers of calling parties by dialing a code and the telephone numbers of calls to be rejected. Any call attempts to the customer from these numbers will be prevented from returning to the customer and will instead be connected to an announcement informing the caller that the call is not presently being accepted by the called party. A customer may also reject future calls from the most recent call received by dialing a code after completing the call.
- l. Call Trace: Allows a customer to activate an immediate trace of the last incoming call, without requiring prior approval and intervention by telephone company personnel. The identification of the traced number is located at the telephone company.

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B. DEFINITIONS (continued)

- m. Call Waiting: By means of a tone signal a customer who is using his telephone is alerted when another caller is trying to reach that station. This permits putting the first call on hold so that a second call can be answered.
- n. Call Waiting Deactivation: The service gives Call Waiting customers the ability to control when Call Waiting functions on their line.
- o. Call Waiting-Enhanced: Allows Call Waiting to be utilized with Three Way Calling.
- p. Call Identification Blocking-For Call: Enables a customer to control the disclosure of their telephone number or name and telephone number to a subscriber of Caller Identification when temporarily available. By temporarily changing the public/private status indicator of the telephone number. A customer must dial a code before each call to change the indicator from public to private. "Public status" allows delivery of the telephone number or name and telephone number. "Private status" prevents delivery of the telephone number or name and telephone number. Fee Call Blocking is provided at no charge.
- q. Call Identification Blocking-For Line: Provides a permanent private indicator on a customer's line. Once blocking is established on the customer's line, the private status cannot be deactivated by the customer. Rates and charges are provided herein. Federal, State and Local Law Enforcement Agencies, nonprofit domestic violence/sexual assault agencies and their staffs, and victims of domestic/sexual assault or individuals who express a personal safety need and sign a personal safety exemption form may be provided additional arrangements for private status and/or line blocking, on a line-by-line basis, at no charge.

The certification form identifies the customer who is to receive fee line blocking at no charge and acknowledges that if a line is equipped with fee line blocking, that the telephone number and name will not be delivered to subscribers of Caller ID, including poison control centers, hospitals, medical centers and others who might use Caller ID to provide assistance. 911 is not affected. And, some subscribers of Caller ID Service may choose not to answer blocked calls.

C. DEFINITIONS (continued)

The customer acknowledges the understanding of the above. Further, the customer releases the Company from all claims and liability, including personal injury caused by its errors, omissions and operation or malfunction of Per Line Blocking service.

- r. Call Identification-Name: Allows for the automatic delivery of a calling party's name to the called customer, which gives the called customer an opportunity to decide whether to answer the call immediately or not. The name is displayed on customer provided equipment.

The name displayed shall be the name associated with the calling telephone number as shown on the Company's records. The Company, in its discretion, may abbreviate or limit that name for display purposes. The Company does not assure name accuracy, and it shall not be liable to any party for errors, omissions or mistakes. The Company's sole and only obligation shall be to reasonably correct errors in names when notified in writing of such errors.

- s. Call Identification-Number: Allows for the automatic delivery of a calling party's telephone number (including nonpublished and unlisted telephone numbers) to the called customer, which gives the called customer an opportunity to decide whether to answer the call immediately or not. The number is displayed on customer provided equipment.

- t. Continuous Redial: Automatically redials the last number a customer dials. If the called party's number is busy, a special tone will alert the customer when the called number becomes idle.

- u. Dial Call Waiting: Allows a customer with a line equipped with the feature to direct a Call Waiting tone or a Distinctive Alert signal to a line equipped with Distinctive Alert. The feature is activated by dialing a present access code and the telephone number of the line to which the signal is directed.

- v. Direct Call Pick Up: Allows a customer to answer a call, during the ringing cycle, that is directed to another line by dialing a present access code and the telephone number of the line to be answered. Both the originating line and the line to be answered must be equipped with the feature.

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C. DEFINITIONS (continued)

- w. Direct Call Pick Up With Transfer: Allows a customer to answer a call directed to another line which has been answered or is ringing by dialing a party transfer code and the telephone number of the line to be answered. Both the originating line and the line to be answered must be equipped with the feature.
- x. Distinctive Alert: Allows a customer to receive an audible Call Waiting tone or Distinctive Ringing signal from a line equipped with Call Waiting. If the called line is idle, a Distinctive Ringing signal will be heard. If the call line is busy, the calling line receives a Call Waiting tone.
- y. Distinctive Ringing: A feature of the local service which provides up to three distinctive ringing tones on incoming calls, using one individual access line. The distinctive ringing tones are achieved by assigning up to three additional telephone numbers to the access line. Two types of distinctive ringing are available:
- Type A: The above service without a directory listing.
- Type B: The above service with a directory listing.
- z. Group Intercom: Allows individuals within a designated intercom group to contact each other by using an access code and abbreviated dialing. When permits, one-, two-, three- or four-digit dialing.
- aa. Hot Line Service: Allows a customer to establish a switched connection to a predetermined number when the customer's telephone goes off-hook. No dialing is required and the call is processed automatically to the predetermined telephone number.
- bb. Last Call Identification: Enables a customer to receive a voice message identifying date, time and number of the last incoming call.
- cc. Last Call Return: Enables a customer to perform an activation procedure and automatically receive the last incoming number without having to know the number without having to know the number of the calling party.

C. DEFINITIONS (continued)

- ab. Priority Call: Allows a customer to arrange a listing of _____ callers' telephone numbers to a special list. The customer will hear a distinctive ring at their location, when calls are received from "priority" telephone numbers on that list.
- ac. Remote Call Forwarding: A service provided to lists of an individual line whereby a call placed to a customer's telephone number is not received unless it is automatically forwarded by Company central office equipment to another customer designated line.
- ad. Selective Call Acceptance: Allows a customer to specify a special list of a maximum of 10 telephone numbers from which calls will be accepted. Incoming calls placed to the customer from telephone numbers on the list will be handled normally. Any call attempts to the customer from numbers not on the list will be prevented from terminating to the customer and will instead be connected to an announcement informing the caller that the call is not presently being accepted by the called party.
- ae. Selective Call Forwarding: Allows a customer to specify a special list of a maximum of _____ telephone numbers. Incoming calls placed to the customer from telephone numbers on that list will automatically be forwarded to predesignated telephone number. All other calls will be handled normally.
- af. Selective Call Rejection: Enables a customer to reject call attempts from up to 10 numbers of calling parties by dialing a code and the telephone numbers of calls to be rejected. Any call attempts to the customer from these numbers will be prevented from terminating to the customer and will instead be connected to an announcement informing the caller that the call is not presently being accepted by the called party. A customer may also reject future calls from the most recent call received by dialing a code after completing the call.
- ag. Speed Calling: Enables a customer to place calls to other telephone numbers by dialing a code or two-digit code rather than a complete telephone number. Customers may subscribe to only one of either the 5 Code capacity or 10 Code capacity on the same line.

C. DEFINITIONS (continued)

- ah. Three Way Calling: Enables a customer to add a third party to an existing call without operator assistance, thereby establishing a three-way conversation. The transmission may vary depending on the distance and routing necessary; therefore, transmission may not meet normal standards.
- ai. Warm Line Service: Allows a customer to establish a switched connection to a predetermined number if the customer does not dial a number within a specified length of time after going off-hook. When the customer's telephone goes off-hook and dialing begins within a specified time delay period, the call will proceed normally as dialed. If dialing has not started before the end of the predefined time delay period, a predetermined stored number is automatically dialed by the central office equipment.

D. CONDITIONS

1. Call Forwarding Services shall not be used to extend calls on a planned and continuing basis to intentionally avoid the payment in whole or in part, of message toll charges that would regularly be applicable between the station originating the call and the station to which the call is transferred. Customers utilizing call forwarding services are responsible for the payment of charges for each toll call between the telephone to which the call is transferred.
2. Control of the number assignment on the shared speed call list associated with Group Intercom resides with the provider. The provider must have an access line in the same central office as their client for the purpose of controlling the speed call list. The access line will be restricted from dialing any toll calls billable to the end user.
3. Custom Calling Services will be provided in connection with individual line residence and business service. Party line, PBX and Centrex customers are excluded.

PERSONAL SAFETY EXCEPTION FORM

Customer Certification

In order to provide a solution to your unique personal safety concerns, it is necessary for you to provide responses to the questions below.

What is the estimated interval of time that your personal safety concerns require "Per-Line" Blocking? _____

If you are requesting "Per-Line" Blocking for a telephone line other than your own, the responsible party must sign below.

CUSTOMER REQUESTING FREE PER-LINE BLOCKING:

PRINT NAME: _____

SIGNATURE: _____

TELEPHONE NUMBER WHERE PER LINE BLOCKING WILL BE ASSIGNED:

CUSTOMER RESPONSIBLE FOR TELEPHONE ACCOUNT:

PRINT NAME: _____

ADDRESS: _____

SIGNATURE: _____

If a line is equipped with "Per-Line" Blocking, the telephone number of that line will not be delivered to any subscribers of Caller ID. Poison control centers, hospitals, medical centers and others who might use Caller ID will not be able to identify callers with "Per-Line" Blocking who need assistance. In addition, subscribers of Caller ID may choose not to answer blocked calls. **THE CUSTOMER REPRESENTS THAT HE/SHE UNDERSTANDS THE ABOVE, AND THE CUSTOMER RELEASES WILLIAMS & COMPANY COMMUNICATIONS, Inc. FROM ALL CLAIMS AND LIABILITY, INCLUDING PERSONAL INJURY, CAUSED BY ITS ERRORS, OMISSIONS AND THE OPERATION OR MALFUNCTION OF "PER-LINE" BLOCKING SERVICE.**

GENERAL EXCHANGE SERVICES

BUSY VERIFICATION SERVICE

A. GENERAL

1. Busy Verification Service is furnished to customers upon request to provide Line Status or Busy Interrupt for a requested line or trunk.
2. This service is provided where facilities exist for Line Status or Busy Interrupt through a Telephone Company operator.
3. The provision of Line Status involves an operator determining the condition of a line or trunk that a customer requests to be checked. The status of this line is verified to the customer for a charge as listed below.
4. The provision of Busy Interrupt involves an operator interrupting a line or trunk that a customer requests to be checked. Information concerning the Busy Interrupt to this line or trunk is passed to the customer for a charge listed below.
5. No request will be processed on a collect or reversal of charge basis.
6. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

B. CHARGES

1. <u>Per Request</u>	<u>Charge</u>
a. Line Status	\$1.75
b. Busy Interrupt	\$2.00

No charge will apply if the line situation indicates a trouble condition. No charge applies when the request is identified as an emergency request by the customer and originates from or to emergency agencies, such as police, fire, rescue, or ambulance.

GENERAL EXCHANGE SERVICES

OPERATOR ASSISTANCE

A. GENERAL

1. Operator Assistance is furnished to customers by their pre-subscriber interexchange carrier.
2. Three classes of Calling Service are offered; namely, Dial Station-to-Station Service, Operator Station-to-Station Service, and Person-to-Person Service.

a. Dial Station-to-Station Service

Dial Station-to-Station Service is that service where the person originating the call dials the number desired and the call is completed without operator assistance, and the call is not billed to a number other than the originating number. The following are also considered Dial Station-to-Station Service:

- When an operator records the originating telephone number where no automatic recording equipment is available;
- When a operator records a special identification number issued by the Telephone Company for its billing purposes to students who reside in dormitories of colleges or universities served by a Telephone Company provided Dormitory Service, equipped for Dormitory CENTREX Service, or equipped with a Telephone Company or customer-provided PBX equipped with Direct Inward Dial (DID) and Identified Outward Dial (IOD) Service, for a call placed from a dormitory station;
- When an operator reaches the called telephone number where facilities are not available for dial completion;
- When an operator places a call for a calling party who is identified as being handicapped and unable to dial the call because of the handicap.

A. GENERAL (continued)

- * When an operator re-establishes a call which has been interrupted after the called number has been reached.

b. Operator Station-to-Station Service

Operator Station-to-Station Service is that service where the person originating the call is assisted by an operator and the call is completed to the desired telephone number, or the person gives only the name and address under which the desired telephone number is listed, and does not specify a particular person, or office to be reached.

c. Person-to-Person Service

Person-to-Person Service is that service where the person originating the call specifies a particular person, station, department, or office to be reached.

If the connection remains established and the person originating the call requests or agrees to talk to any person, station, department, or office to be reached, other than the person specified, the classification of the call remains Person-to-Person.

1. Dial Station-to-Station class of service applies to Operator Station-to-Station calls placed sent paid from residence service lines or trunks which are certified by a qualified authority as services of persons who are disabled and unable to dial telephone numbers. All station-to-station calling card calls charged to the certified line are subject to the charges in B.1 following.

Certification is provided upon the customer's written application to the Telephone Company for each residence line or trunk to be included. Certification becomes effective with the bill following approval of the application. Requests to change to or from certification are not subject to charge.

4. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

E. CHARGES	
	<u>Charge</u>
1. For Operator Station-to-Station calls where automatic recording equipment for operator assisted calls is available and the person originating the call dials zero, the telephone number desired, and the call is billed to the calling card or special billing number, a charge will be assessed per call. This also applies when no automatic recording equipment for operator assisted calls is available in order to complete a calling card or special billing number call.....	\$.75
2. For all other Operator Station-to-Station calls, a charge will be assessed per call.....	\$2.25
3. For Person-to-Person calls, a charge will be assessed per call.....	\$5.50

GENERAL EXCHANGE SERVICES

EMERGENCY REPORTING TELEPHONE SERVICE

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE E911

A. GENERAL

1. Enhanced Universal Emergency Number Service, also referred to as Enhanced 911 Service or E911, is a telephone exchange communication service whereby one or more Public Safety Answering Points (PSAP) designated by the customer may receive telephone calls dialed to the telephone number 911. E911 Service includes a line and equipment necessary for the answering, transferring and dispatching of public emergency telephone 911 calls originated by persons within the serving area. E911 Service provides for Selective Routing, Automatic Number Identification, and Automatic Location Identification features.
2. Enhanced 911 Service is offered subject to availability of facilities.
3. The E911 customer may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire or other emergency services within the telephone central office areas arranged for 911 calling.
4. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

B. RATES

The rates and charges for E911 Service will be determined on an individual case basis. Individual features requested by the customer include, but are not limited to, central office modifications, data base preparation, trunking and maintenance.

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General Exchange Services/Emergency Reporting Telephone Service/

Enhanced Universal Emergency Number Service (E911)

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C. CONDITIONS

1. E911 Service is provided solely for the benefit of the customer operating the PSAP. The provision of E911 Service by the Telephone Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating and Telephone Company obligation toward any third person or legal entity other than the customer.
2. The Telephone Company does not undertake to answer and forward E911 calls, but furnishes the use of its facilities to enable the customer's personnel to respond to such calls on the customer's premises.
3. Temporary or vacation suspension of service is not provided for any part of the E911 Service.
4. The E911 calling party forfeits the privacy afforded by non-listed and non-published service to the extent that the telephone number, address, and name associated with the originating station location are furnished to the PSAP. The names, addresses, and telephone numbers of telephone customers whose listings are not published in directories or listed in Directory Assistance Offices is confidential. Information will be provided on a call-by-call basis only for the purpose of responding to emergency calls.
5. The Telephone Company's entire liability to any person for interruption or failures of E911 Service shall be limited to the terms set forth in this section and other sections of this tariff.
6. The rates charged for E911 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects, and malfunctions in the service, nor does the Company undertake such responsibility. The customer shall make such operational tests as, in the judgment of the customer, are required to determine whether the system is functioning properly for its use. The customer shall promptly notify the Telephone Company in the event the system is not functioning properly.

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614 Pierce, Sioux City, Iowa 51101

General Exchange Services/Emergency Reporting Telephone Service/

Enhanced Universal Emergency Number Service (E911)

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C. CONDITIONS (continued)

7. The Telephone Company's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof whether caused by the negligence of the Telephone Company or otherwise shall not exceed an amount equivalent to the pro rata charges for the service affected during the period of time that the Service was fully or partially inoperative.
8. Each customer also agrees to release, indemnify and hold harmless the Telephone Company from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made instituted or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others.
9. The customer also agrees to release, indemnify, and hold harmless the Telephone Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of E911 Service features and the equipment associated therewith, or by any Services furnished by the Telephone Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing E911 Service hereunder, and which arise out of the negligence or other wrongful act of the Telephone Company, the customer, its user, agencies, or municipalities, or the employees or agents of any one of them.
10. Because the Telephone Company serving boundaries and political subdivision boundaries may not coincide, it is the obligation of the customer to make arrangements to handle all E911 calls that originate from telephones served by Central Offices in the local Service area whether or not the calling telephone is situated on property within the geographical boundaries of the customer's public safety jurisdiction.

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General Exchange Services/Emergency Reporting Telephone Service/
Enhanced Universal Emergency Number Service (E911)

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C. CONDITIONS (continued)

11. Application for E911 Service must be executed in writing by each customer. If application for service is made by an agent, the Telephone Company must be provided in writing with satisfactory proof of appointment of the agent by the customer. At least one local law enforcement agency must be included among the participating agencies in any E911 offering.
12. The customer is required to furnish the Telephone Company its agreement to the following terms and conditions.
 - a. That all E911 calls will be answered on a 24-hour day, seven-day week basis.
 - b. That the customer has responsibility for dispatching the appropriate emergency Service vehicles within the E911 Service area, or will undertake to transfer all E911 calls received to the governmental agency with responsibility for dispatching such Services, to the extent that such Services are reasonably available.
 - c. That the customer will develop an appropriate method for responding to calls for non-participating agencies which may be directed to the E911 PSAP by calling parties.
 - d. That the customer will provide CPE with a capacity adequate to handle the number of incoming E911 lines recommended to be installed by the Telephone Company. It is the customer's responsibility to ensure their CPE is compatible with the Service(s) provided by the Telephone Company.

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C. CONDITIONS (continued)

13. When the Selective Routing feature is provided, the customer is responsible for identifying primary and secondary PSAP locations as well as the unique combinations of police, fire, and ambulance or any other appropriate agencies responsible for providing emergency Service in the E911 serving area. An Emergency Service Number (ESN) will be provided for each unique combination by the Telephone Company. The customer will associate these ESNs with street address ranges or other mutually agreed upon routing criteria in the E911 serving area. These ESNs will be carried in the Data Management System (DMS) to permit routing of E911 calls to the primary and secondary PSAPs responsible for handling of calls from each telephone in the E911 serving area. The following terms define the customer's responsibility in providing this information.
- a. Initial and subsequent ESN assignments by street name, address range and area or their mutually agreed upon routing criteria shall be furnished by the customer to the Telephone Company prior to the effective date of Service.
 - b. After establishment of service, it is the customer's responsibility to continue to verify the accuracy of the routing information contained in the master address file and to advise the Telephone Company of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance, or other appropriate agencies' jurisdiction over any address, annexations, and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of E911 calls to the proper PSAP.
 - c. The Telephone Company will provide to the customer on request a complete written copy of the master address file to permit the customer to verify accuracy of the police, fire, and ambulance PSAP routing designations.
 - d. Changes, deletions, and additions which the customer desires to have made in the master address file should be submitted on an "as occurred" basis.

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Communications, Inc.

Telephone Tariff #1

SD P.U.C.
Part V

214 Pierce, Sioux City, Iowa 51101

General Exchange Services/Emergency Reporting Telephone Service/

Enhanced Universal Emergency Number Service (E911)

Original Sheet 44

g. CONDITIONS (continued)

- e. The Telephone Company will furnish a written copy to the customer for verification showing each change, deletion, and addition to the master address file.

Issued: 05/25/01

Effective: 08/01/01

By: Harlan E. Crouch, President

GENERAL EXCHANGE SERVICES

CUSTOM NET SERVICE

A. GENERAL

1. CustomNet Service enables a customer, by means of Telephone Company operator identification, to restrict outgoing toll calls to only calls which are charged to the called telephone, a third number or a Telephone Company credit card account.

B. RATES

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
1. Per line equipped.....	\$3.45	\$6.30

C. CONDITIONS

1. All local calls and calls to Telephone Company numbers such as repair service, Directory Assistance Service, and public emergency service numbers such as 911 will be permitted from the establishment.
2. This service is available only where facilities permit.
3. Nonrecurring charges apply for installation, additions and changes per line.

GENERAL EXCHANGE SERVICES

CUSTOMIZED NUMBER SERVICE

A. General

1. Customers of the Telephone Company may request assignment of specific telephone numbers. If the telephone number or numbers requested by the customer is not currently in use, the Telephone Company may assign the number to the customer.
2. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of the tariff.

B. CHARGES

	<u>Nonrecurring Charge</u>
1. Each Customized Telephone Number.....	\$200.00

C. CONDITIONS

1. The Telephone Company may reject any request for specific telephone numbers and may refuse requests for specific numbers for any reason, including, but not limited to, numbers that may, in the Telephone Company's opinion, be offensive to good taste, limited central office capacity, number availability, or relocation of a central office.
2. The ownership of all telephone numbers shall be retained by the Telephone Company. The assignment of the use of a telephone number by or from any customer to another, except as otherwise provided in this tariff, is prohibited.
3. Customized Number Service Charge applies whenever a customer obtains assignment of a specific telephone number. If the number is not placed into service within six months of the date of the request, the number may be released for reassignment.
4. Customized Number Service Charge will not apply when a customer whose service has been terminated request reassignment of the previous telephone number, if not currently in use, and reassignment occurs within 12 months.
5. The Customized Number Service Charge is not refundable.

Issued: 05/25/01

Effective: 08/01/01

By: Harlan E. Crouch, President

614 Pierce, Sioux City, Iowa 51101

General Exchange Services/

Original Sheet 47

Information Service Access Blocking

GENERAL EXCHANGE SERVICES

INFORMATION SERVICE ACCESS BLOCKING

A. GENERAL

1. Information Service Access Blocking enables customers with individual line service to request the blocking of access to all 900 and 976 numbers
2. The rates and charges contained herein are in addition to all other applicable rates and charges located on other parts of this tariff.

B. CHARGES

1. Applicable access rates contained in the "Local Exchange" Carrier Access Tariff.

C. CONDITIONS

1. A customer shall not be charged for the first activation of information service access blocking. After this service has been established subsequent unblocking and/or reblocking will be subject to all applicable tariffed charges.
2. This service is provided only where central office capabilities permit the offering.

Issued: 05/25/01

Effective: 08/01/01

By: Harlan E. Crouch, President

SERVICE CHARGES

A. GENERAL

1. Service charges apply to connect, move, or change telephone service and facilities according to the components of work required.

B. CHARGES

Charge

1. Service Ordering Charge - per customer request for work ordered and requested to be completed at the same time

a. Residence Service

- 1) For connecting new or additional Central Office Access Lines \$36.00
- 2) For moving or changing existing service and facilities, record work or adding new or additional service and facilities, other than Central Office Access Lines \$36.00

b. Business Service

- 1) For connecting new or additional Central Office Access Lines (Key System, PBX Trunk, Pay Telephone, Resale or Shared Service Lines) \$36.00
- 2) For moving or changing existing service and facilities, record work or adding new or additional service and facilities, other than Central Office Access Lines (see b.1 above) \$36.00

2. Central Office Access Line Charge - per Central Office Access Line or telephone number worked on, including, but not limited to the following:

a. Residence Service

- 1) Central Office Access Lines, each \$36.00
- 2) Non-payment reconnect \$35.00

B. CHARGES (cont'd.)

b. Business Service

- | | |
|--------------------------------------|---------|
| 1) Central Office Access Lines, each | \$36.00 |
| 2) Non-payment reconnect | \$35.00 |

1. Travel Charge - one charge applies for all work ordered and requested to be completed at the same time on the same visit, each

- | | |
|----------------------|-------|
| a. Residence Service | 35.00 |
| b. Business Service | 35.00 |

C. CONDITIONS

1. Service Charges are in addition to the other applicable rates and charges located in other parts of this filed tariff.
2. Service Charges apply in addition to, but not in lieu of, mileage rates or those charges covered under Special Type of Construction or Line Extensions of a temporary or speculative nature.
3. When Central Office Access Line service is established for a different customer and all of the facilities are reconnected in place without any change, the appropriate service ordering charge applies to the class of service established.
4. Service Charges Apply For:
 - a. Establishing service.
 - b. Reconnection of service for nonpayment when a service order had been issued for due bill.
 - c. Move of service from one premise to another.
 - d. Number change made at the request of the customer.
 - e. Rearrangement or relocation of facilities at customer's request.
5. Service Charges Do Not Apply:
 - a. When any change is made and initiated by the Company.
 - b. For customer name change with no lapse in billing or change in service.

Williams & Company
Communications, Inc.
814 Pierce, Sioux City, Iowa 51101
Service Charges

Telephone Tariff #1

SD P.U.C.

Part VI
Original Sheet 3

C. CONDITIONS (cont'd.)

- e. When Central Office Access Line Service is reestablished at a secondary location immediately following the rendering of the customer's primary location as unfit for occupancy, due to fire, flood, etc. At the option of the Company, the same telephone number may be used.

Issued: 05/25/01

Effective: 08/01/01

By: Harlan E. Crouch, President

SERVICE CHECK

A. GENERAL

1. A service check will be performed when a customer requests the telephone company to perform a check of its facilities up to the demarcation point.

B. CONDITIONS

1. No charge will be assessed the customer regardless of whether the telephone company determines any difficulty exists on its side of the demarcation point.
2. When a customer requests that the telephone company locate or repair any difficulty on the customer's side of the demarcation point, a deregulated charge may apply for checking the facilities on both the customer's and the telephone company's side of the demarcation point.

Issued: 05/25/01

Effective: 08/01/01

By: Harlan E. Crouch, President

LOW INCOME CONNECTION ASSISTANCE PROGRAM

A. LINK UP

1. The Low Income Connection Assistance Program (Link Up) is a plan to assist qualified low-income applicants with reduced service connection charges. The assistance applies for a single telephone line at the applicant's principal place of residence. A reduction of fifty percent of all service connection charges, or \$30.00, whichever is less, will be provided to qualified Applicants.
2. The customer shall receive the benefit of the Link-up program for a second or subsequent time only for a principal place of residence with an address different from the residence address at which Link-up was provided previously.

B. ELIGIBILITY REQUIREMENTS

1. To be eligible for assistance, an applicant must participate in one of the following:
 - a. Medicaid (e.g. Title XIX/Medical, State supplemental assistance)
 - b. Food Stamps
 - c. Supplemental Security income (SSI)
 - d. Federal public housing assistance
 - e. Low-income energy assistance program (LHEAP)

C. APPLICATION FOR ASSISTANCE

1. An applicant shall request telephone connection assistance through completion of a form provided by the Company.

D. CHARGES AND DEFERRED PAYMENTS

1. All tariffed service connection charges for installing basic Residential telephone service, except security deposits, shall be reduced by 50% or \$30.00 whichever is less.
2. An applicant may defer payment of the service connection charges or security deposit. Payments may be deferred up to 12 months with a payment schedule of equal payments of up to \$200.00 assessed for commencing service. Interest will not be charged on these deferred payments.

E. LIFELINE ASSISTANCE

1. The Lifeline Assistance Program is a plan which assists qualified low-income applicants with reductions in their monthly local exchange service rate. The assistance applies for a single telephone line at the applicant's principal place of residence. Qualified applicants shall have their monthly local exchange service rate reduced by the federal support of \$1.75, in addition to the \$3.50 of baseline federal support used either to waive the Lifeline customer's residential rate.

F. ELIGIBILITY REQUIREMENTS

1. To be eligible for assistance, an applicant must participate in one of the following:
 - a. Medicaid (e.g. Title XIX/Medical, State supplemental assistance)
 - b. Food Stamps
 - c. Supplemental Security income (SSI)
 - d. Federal public housing assistance
 - e. Low-income energy assistance program (LHEAP)

The lifeline customer is responsible for notifying the Company if the customer ceases to participate in any of the public assistance programs listed above.

G. APPLICATION FOR ASSISTANCE

1. An applicant shall request telephone assistance through completion of a form provided by the Company.

H. RATES

1. The Lifeline customer will receive a monthly credit toward their local exchange service rate. The total monthly credit of \$6.10 (USOC ASGFX) consists of the federal support and the baseline federal support to waive the Lifeline customer's federal end-user common line charges or to reduce the Lifeline customer's residential rate.
2. Toll blocking shall be included with this service offering without charge. No service deposit would be required if applicant voluntarily elects toll blocking with the initiation of Lifeline Service.

GENERAL EXCHANGE SERVICE TARIFFS

CONNECTIONS WITH CUSTOMER-PREMISE EQUIPMENT

A. GENERAL

1. Customer-premise equipment may be used with the facilities furnished by the Company, for telecommunication service, provided that such equipment will be connected, maintained, and operated as specified in this tariff.
2. If customer-premise equipment is used in violation of the provisions of this tariff, the Company will take such action as it deems necessary for the protection of the telecommunications network.
3. After notification by the Company of such violation, the customer shall discontinue such use and confirm in writing to the Company within ten days that such violation has ceased. Failure of the customer to conform to this requirement may result in suspension of service.
4. Customer-premise equipment will be directly connected in accordance with Part 68 of the FCC Rules and Regulations.
5. It is the customer's obligation to ensure compliance with any applicable state or federal laws governing the installation and use of customer-premise equipment.

B. COMPANY RESPONSIBILITY LIMITATIONS

1. The telecommunications network is not represented as being adapted to the use of customer-premise equipment, and the Company shall not be responsible for:
 - a. The through transmission of signals generated by the customer-premise equipment or for the quality of or defects in such transmission;
 - b. The reception of signals by the customer-premise equipment or communications system.
2. The customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of patents arising from combining such equipment with the facilities of the Company.

Issued: 05/25/01

Effective: 08/01/01

By: Harlan E. Crouch, President

B. COMPANY RESPONSIBILITY LIMITATIONS

3. The Company shall not be responsible to the customer if changes in criteria in this tariff or changes in any of the facilities or operations or procedures of the Company render any customer-premise equipment obsolete, or require modification or alteration of such equipment, or otherwise affect its use or performance. The Company reserves the right to change the standards of its equipment as the requirements of the telephone business may direct.

C. OBLIGATIONS OF THE CUSTOMER

1. The customers will at their expense:
 - a. Provide power to operate their equipment in conformity with Company specifications.
 - b. Maintain their equipment to assure proper operation within standards of the Company.
 - c. Replace or modify their equipment, if requested by the Company, if it becomes obsolete or incompatible because of changes in standards or operating procedures.
 - d. Disconnect equipment upon notification that it is causing or is likely to cause interference or hazard to the network or company personnel, or to other customers of the Company.
 - e. Pay a service check charge for visits to their premises when the service difficulty is caused by the customer-premise equipment, as specified in Part VI, Service Check Charges.
 - f. It shall be the customer's responsibility to modify any Customer Provided Equipment (CPE) to be compatible with multiparty Central Office Access Line service.

D. BASIS OF CONNECTION

Network connections may be made in accordance with General Rules and Regulations, Part II, Network Connections.

E. NETWORK PROTECTION CRITERIA

To protect the network and services furnished to the public by the Company, the customer-premise equipment must comply with minimum network protection criteria which shall be prescribed by the Company, or Companies, with which this Company connects.

Williams & Company
Communications, Inc.
814 Pierce, Sioux City, Iowa 51101
Contracts Deviation List

Telephone Tariff #1

SD P.U.C.

Part VIII
Original Sheet 1

<u>CONTRACTS DEVIATION LIST</u>	
NAME	For Future Use
ADDRESS	
TYPE OF SERVICE	
EXECUTION DATE	
EXPIRATION DATE	
COMPARABLE TARIFF	
EXPLANATION OF DIFFERENCE	

Issued: 05/25/01

Effective: 08/01/01

By: Harlan E. Crouch, President

**WILLIAMS
&
COMPANY
CONSULTING, INC.**

SERVICES

Telecommunications	Computer / Systems	Business Advisory
Marketing	Human Resources	Tax Planning
Environmental	Employee Benefits	Estate Planning

June 12, 2001

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

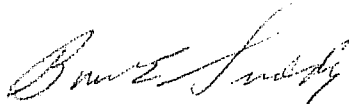
RE: SDPUC Docket TC01-051 – In the Matter of the Application of William & Company Communications, Inc. for a Certificate of Authority to Provide Local Exchange Services in South Dakota

Dear Mr. Senger:

In reply to your letter dated June 4, 2001, I have reformatted the Williams & Company Communications, Inc application for a Certificate of Authority to reflect the sequence of the SDPUC rules. This should better enable you and the Commission to review the application for compliance with the Commission rules requirements. Enclosed are an original and 10 copies of this letter and the reformatted application request.

Thank you for your assistance with the Williams & Company Communications, Inc. application and if you require additional information, please feel free to call me at 515-284-1616.

Sincerely,



Burnie E. Snoddy
Senior Telecommunications Consultant

RECEIVED

JUN 13 2001

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

STATE OF SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION

IN RE:)
)
) DOCKET NO. TC 01-051
WILLIAMS & COMPANY)
COMMUNICATIONS, Inc.) APPLICATION FOR ISSUANCE
) OF CERTIFICATE OF
) AUTHORITY (REVISED)

APPLICATION OF WILLIAMS & COMPANY COMMUNICATIONS, Inc.

Williams & Company Communications, Inc. (Williams), an Iowa corporation, by its agents and pursuant to South Dakota Codified Law 49-31-3 and South Dakota Administrative Rules 20:10:32, hereby files this Application for a Certificate of Authority to provide land-line local exchange telecommunications service in the exchanges of Qwest Corporation (Qwest), within the State of South Dakota. Following is the information presented in sequence of the SD PUC rules application requirements for a Certificate of Authority.

(1) Applicant Name and Address:

Legal Name and Mailing Address

Williams & Company Communications, Inc.

Harlan E. Crouch, President

P.O. Box 9400, 814 Pierce St.

Sioux City, Iowa, 51102-9400

Telephone # 712/252-4041

Fax # 712/252-5926

- (2) Williams is an Iowa corporation registered to conduct business in Iowa and South Dakota and has a registered agent, CT Corporation, 319 Coteau Street, Pierre, SD 57501, in South Dakota. Williams will maintain its principal place of business in Sioux City, Iowa and plans to operate as a Competitive Local Exchange Carrier (CLEC). Williams officers are listed below and are also the sole owners of the corporation:

Williams & Company Communications, Inc.

List of Officers

<u>Name</u>	<u>Title</u>	<u>Address, City, State, Zip Code</u>
Harlan E. Crouch	President	814 Pierce Street Sioux City, IA 51101-9400
Dennis J. Bixenman	Vice President Treasurer	814 Pierce Street Sioux City, IA 51101-9400
H. Patrick Eriksen	Vice President Secretary	814 Pierce Street Sioux City, IA 51101-9400

- (3) This item is the same as (1).
- (4) Corporation structure
- (a) Williams & Company Communications, Inc. (Williams), is an Iowa corporation with its principal place of business at the same address in item (1).

CT Corporation, 319 Coteau Street, Pierre, SD 57501 is a registered agent in South Dakota for Williams.

(b) Williams sole shareholders are the same as officers listed in item (2).

(c) Williams is incorporated in Iowa, effective 04/05/2000. A copy of the Certificate is attached as Exhibit A.

(d) Williams Certificate of Authority for South Dakota is attached as Exhibit B.

WILLIAMS is a financially secure company registered to conduct business in Iowa and South Dakota.

(5) WILLIAMS has extensive experience in telecommunications service and currently provides state-of-the-art Internet access to over 6200 subscribers throughout Iowa and South Dakota. WILLIAMS' ownership represents significant management ability in providing progressive high quality service to subscribers in the territory it is requesting to serve. WILLIAMS and its owners have the financial resources to establish a state-of-the-art telecommunications network capable of providing high-speed internet access services to the customers of the proposed service areas. The chief operating officer will be Harlan E. Crouch and a highly qualified technical staff is available for this operating entity. Matthew TenHulzen, Manager Systems Administration, received a BSBA degree from the University of South Dakota in 1995. Mr. TenHulzen has over four years experience in data and internet communications. Williams employs a qualified staff of professionals to provide customer support services. Customer support services consist of two levels. Level one staff assist customers with billing, general customer service, and troubleshooting technical issues. Level two

technical support consists of five people responsible for providing higher level customer support. Level two technicians are also responsible for facility and equipment maintenance. This includes POTS lines, T1's, dial-up equipment, LAN/WAN equipment, routers, servers and system applications. All systems are monitored 24/7/365, with a Level two technician on call 24/7/365 to respond immediately to system issues. WILLIAMS does not anticipate exceeding 50,000 subscribers in the foreseeable future and would envision providing service as a non-rate regulated competitive local exchange carrier.

WILLIAMS, currently owns equipment and leases facilities in South Dakota, located in or adjacent to the proposed service areas, and plans to construct additional facilities as necessary in conjunction with other advanced equipment to connect the customers it plans to acquire. WILLIAMS has access to technology to provide digital high capacity access services, such as DSL, DS-1 and DS-3. It will also provide a wide variety of competitively priced features, local access to the Internet, frame relay, DSL, and other enhanced services.

WILLIAMS will offer customers competitive rates, high-end technical services, and a wide variety of customers' choices for telecommunication services.

Because WILLIAMS is a locally based company, it will provide growth for the area economy. Its owners have a long and reputable history of community involvement in the areas they serve and will add a local presence of a telecommunications provider for these communities.

WILLIAMS will maintain its headquarters in Sioux City, Iowa and availability of personnel in its Internet service areas. WILLIAMS will also provide accessibility

to customers and as it has proven in its current internet service area, accountability to its subscribers.

WILLIAMS does not initially plan to offer switched basic telephone service, but should it decided to enter the local switched telephone service, it will offer 2-PIC methodology for dialing parity to all of its customers.

WILLIAMS further has the knowledge and understanding to assure regulatory compliance in Iowa and under the federal jurisdiction of the Federal Communication Commission (FCC). Williams has filed an application for Public Convenience and Necessity with the Iowa Utilities Board on May 11, 2001 as further explained in paragraph seventeen (17), following. Williams has not filed for authorization in the federal jurisdiction.

- (6) Williams is certified to do business as Williams & Company Enterprises, Inc. and has a wholly-owned subsidiary, Willinet. Williams & Company Communications, Inc. does not have a parent organization, but does have common ownership with Williams & Company Consulting, Inc. with the same business address and owner addresses.
- (7)
 - (a) Williams will serve both residence and business customers.
 - (b) Williams plans to enter the market as a reseller of Qwest service and depending on market penetration will consider placing facilities and equipment based on the market obtained.
 - (c) See item 5.

(d) Williams will offer local exchange service and internet access. Internet access is currently offered on a dial up basis and with dedicated T-1 services provided by Qwest with plans to offer DSL service in the future.

(8) The South Dakota Public Utilities Commission has maps on file for the service areas of the Qwest exchanges of Huron, Sioux Falls, Vermillion, Watertown and Yankton. Williams accepts the boundaries of the maps as on file and any future changes the incumbent may file subsequent to this filing, in compliance with South Dakota Law and Administrative Rules.

(9) (a) Description and education and experience of management personnel:

Harlan E. Crouch, President

With over twenty years of business management experience starting with Dunn and Bradstreet and concluding as Chief Operating Officer of Phillippi Haugenbaugh Co., Mr. Crouch joined Williams & Company as a consultant in 1986. He subsequently became head of the consulting group and then President of the Firm in 1999. In 1994 Mr. Crouch recognized the revolution that the internet would play in business and began to position the Firm to assist businesses to take advantage of the new array of communications networks and facilities. He continues to focus on bringing new technologies and concepts to the business community.

Dennis J. Bixenman, Vice President

After completing two years in military service and after receiving his BS in Business Administration, Mr. Bixenman joined Williams & Company where he spent fifteen years in public accounting. His audit supervisory responsibilities included being auditor in charge of several local exchange carrier companies. Mr. Bixenman developed accounting systems, internal control systems and management reporting systems for local exchange carriers. For the past fourteen years, Mr. Bixenman has served as a consultant to telecommunications companies. His consulting role has included the development of business plans for telecom companies in start up and expansion situations. He has participated as a principal in mergers and acquisitions of telecommunications and cable television companies. He has assisted telecommunications clients in shaping strategic plans for growth and development.

Matthew L. TenHulzen, Manager Systems Administration

Mr. TenHulzen has over 4 years experience in data and Internet communications. As Manager of Systems administration, Mr. TenHulzen is responsible for the design, implementation and maintenance of Internet communications with more than 6,000 customers. Mr. Tenhulzen supervises a staff of eleven whose responsibilities are to provide systems support to clients as well as systems support to WilliNet, which serves over 6,000 Internet customers. Prior to his current position, he served as staff accountant for a public accounting firm. Mr. TenHulzen holds a BS in Business Administration from the University of South Dakota.

(b) Williams provides internet access service to over 6,000 internet subscribers in Iowa and South Dakota. Williams maintains a 24 hour, seven day per week technical support team to assist and respond to customer needs for it internet service and will provide the same quality customer assistance to its future telephony subscribers.

(10) E911, operator services, interexchange carrier services, directory assistance, and telecommunications relay service will initially be provided via the Qwest resold service and specific information is included in the Williams local exchange tariff. Should Williams deploy its own switch, it will contract for the required connectivity for these services and handle according to SDPUC rules. Interexchange carrier service dialing parity is explained in paragraph five (5) preceding.

(11) Financial Information

(a) Attached as Exhibit C are the current financial reports of Williams & Company Communication, Inc. for the year 2000, showing the strong financial position of the company.

(b) Williams is a private held corporation.

(12) Interconnection

- (a) Williams is in the process of establishing an interconnection agreement with Qwest by opting into an interconnection agreement in the states of Iowa and South Dakota.
- (b) Williams requested interconnection and opt-in agreement on May 30, 2001 and would anticipate signing the agreement with Qwest by June 8, 2001.
- (c) See attached as Exhibit D an E-mail to Qwest, dated May 30, 2001, and the Qwest response, dated June 5, 2001.
- (13) Williams filed its local exchange tariff with the SD PUC on May 29, 2001 as an attachment to a response to a data request.
- (14) Williams request a waiver of filing cost support for its local exchange tariff as it generally has filed tariff rates mirroring Qwest rates and Williams will be reselling that same service which would be considered as competitive services.
- (15) Williams will market it's products and services with company personnel using face-to-face or telephone contact and may use contracted agents accountable to Williams. Williams is in the process of developing specific marketing strategies, but will not use multilevel marketing. Services will be offered within the current categories Non-Competitive, Emerging Competitive and Fully Competitive as classified by the Commission. No brochures have been developed as of this time.
- (16) Williams is not requesting authority for the service area of a rural telephone company.
- (17) Williams application for a Certificate of Public Convenience and Necessity in Iowa was filed on May 11, 2001 with certification pending and has been assigned Docket # TCU-01-11 and WRU-01-22-3547 (Waiver of accounting and directory

publishing). On May 30, 2001. Williams filed a local exchange tariff which was assigned Docket # TF 01-158. Williams has not previously been denied registration or certification in any jurisdiction.

(18) Regulatory and Customer Complaint Contacts:

Regulatory Contact:

Williams & Company Consulting, Inc.

Burnie E. Snoddy, Senior Telecommunications Consultant

1000 Illinois Street, Suite B

Des Moines, IA 50314-3047

Telephone #515-284-1616

FAX # 515-284-0017

E-mail: bes@willconsult.com

Customer Complaint Contact

Matthew L. TenHulzen, Manager

P.O. Box 9400, 814 Pierce St.

Sioux City, Iowa. 51102-9400

Telephone # 712/252-4041 or

1-800-765-4041

Fax # 712/252-5926

E-mail: mlt@willconsult.com

- (19) Information regarding customer care and billing is included in Williams local exchange tariff filing in Part II.
- (20) Williams will develop and implement use of a customer Letter of Authorization (LOA) to be used for documenting all customer contact which will provide support for each customer request for service, to include choice of services and presubscribed interexchange carrier selection. Each LOA will be signed by both the customer and Williams. This LOA will be used by Williams employees or agents contacting potential customers on its behalf.
- (21) Williams has no previous customer complaints filed in any state or federal jurisdiction.
- (22) Request for waiver
- Williams requests the Commission waive the requirement in South Dakota Administrative Rule 20:10:32:03 (13) & (14) requiring local exchange utilities filing an access services tariff and cost support as the pricing of services are contingent upon reaching agreement with the incumbent local exchange carrier for resale and interconnection and only plans to initially offer service via resale of the incumbents local service. Therefore, Williams will not have an access services tariff, as the only local exchange service it plans to offer initially will be accomplished by resale. Until such agreements are completed, accurate competitive pricing would not be feasible. When Williams becomes a facilities based local exchange carrier, it will promptly file an access tariff with appropriate cost support. Williams plans to enter the market as a reseller of Qwest service and depending on market penetration would then consider placing facilities and

equipment based on the market obtained. Williams is aware if and when it changes to a facilities based provider, whether it be through leased or its own facilities, it would be required to establish an access tariff in South Dakota and would plan to do so prior to implementing that specific strategy. Williams may also consider deploying xDSL equipment in collocated space in Qwest central offices to offer high-speed internet service and further understands, if it does and leases those facilities to others, that it will also be required to file an access tariff and will do so in advance of deploying such equipment.

- (23) Williams Federal Tax ID # is 42-1497546.
- (24) Williams currently provides dial-up internet service with six points of presence (POPs) in the South Dakota exchanges of Huron, Sioux Falls, Vermillion, Watertown, Brookings and Yankton. It also sells that service to exchanges/communities with extended area service to the aforementioned exchanges. In addition, Williams also provides high-speed internet access connectivity to one customer in Yankton on Qwest facilities. Related to its technical capabilities, Williams has purchased equipment to collocate DSLAM equipment in a Qwest Central Office, but will begin that market entry in an Iowa location. Williams also currently provides high speed internet service to customers in Iowa using DSL service in Sioux City to eleven customers, 64Kbs service to nine customers, T-1 Frame Relay service to one customer and maintains eighteen dial-up internet POPs connected with a leased T-1 or Frame Relay T-1 backbone network in Iowa. Williams provides internet access service to over 6,000 internet subscribers in Iowa and South Dakota. Williams maintains a 24

hour, seven day per week technical support team to assist and respond to customer needs for its internet service and will provide the same quality customer assistance to its future telephony subscribers.

WILLIAMS will offer customers competitive rates, high-end technical services, and a wide variety of customers' choices for telecommunication services.

Because WILLIAMS is a locally based company, it will provide growth for the area economy. Its owners have a long and reputable history of community involvement in the areas they serve and will add a local presence of a telecommunications provider for these communities.

WILLIAMS does not initially plan to offer switched basic telephone service, but should it decide to enter the local switched telephone service, it will offer 2-PIC methodology for dialing parity to all of its customers.

WILLIAMS further has the knowledge and understanding to assure regulatory compliance in Iowa and under the federal jurisdiction of the Federal Communication Commission (FCC).

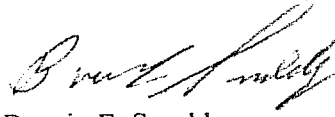
Public Convenience and Necessity

The Telecommunications Act of 1996 was passed by the United States Congress to promote competition in the telecommunications market. This legislative entity envisioned expansion of technologically advanced telecommunications, a choice of telecommunication providers, and the advantage of prices determined by competition. Williams's request to provide service in the areas it has requested will fulfill all of the criteria envisioned by competition. The residential consumers and business community in these service areas of South Dakota will

realize the benefit of competition with advanced technology, competitive prices,
and a wide choice of service and service providers.

Accordingly, Williams respectfully requests the Commission grant this
Application for a Certificate of Authority pursuant to South Dakota Codified Law
§49-31-3 and South Dakota Administrative Rules 20:10:32 to authorize Williams
to provide competitive local exchange services in the exchange areas of Qwest
within State of South Dakota.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Burnie E. Snoddy". The signature is written in a cursive style with a large initial "B" and a long, sweeping underline.

Burnie E. Snoddy
Senior Telecommunications Consultant
Williams & Company Consulting, Inc.
1000 Illinois St., Suite B
Des Moines, Iowa, 50314-3047

List of Exhibits

- Exhibit A Iowa Certificate of Existence of Williams & Company Communications, Inc.
- Exhibit B South Dakota Certificate of Authority of Williams & Company Communications, Inc.
- Exhibit C Financial Statements of Williams & Company Communications, Inc.
- Exhibit D Status of Interconnection Agreement With Qwest

Exhibit A

**Iowa Certificate of Existence of Williams & Company
Communications, Inc.**

IOWA

No. 00093059
Date: 04/05/2000

SECRETARY OF STATE

490 DP-000235299

WILLIAMS & COMPANY CONSULTING
ATTN: KAREN SCHWIEGER
PO BOX 9400
SIOUX CITY, IA 51102-9400

RECEIVED

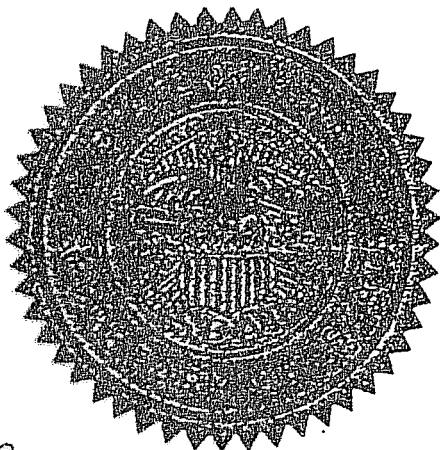
APR 12 2000

S.D. SEC. OF STATE

CERTIFICATE OF EXISTENCE

Name: WILLIAMS & COMPANY COMMUNICATIONS, INC.
Begin date: 19991220
Expiration: PERPETUAL

I, CHESTER J. CULVER, secretary of state of the state of Iowa, custodian of the records of incorporations, certify that the corporation is in existence and was duly incorporated under the laws of Iowa on the date printed above, that all fees required by the Iowa Business Corporation Act have been paid by the corporation, that the most recent biennial corporate report has been filed by the secretary of state, and that articles of dissolution have not been filed.



A handwritten signature in cursive script that reads "Chester J. Culver".

CHESTER J. CULVER SECRETARY OF STATE

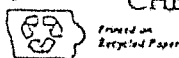


Exhibit B

**South Dakota Certificate of Authority of
Williams & Company Communications, Inc.**

State of South Dakota



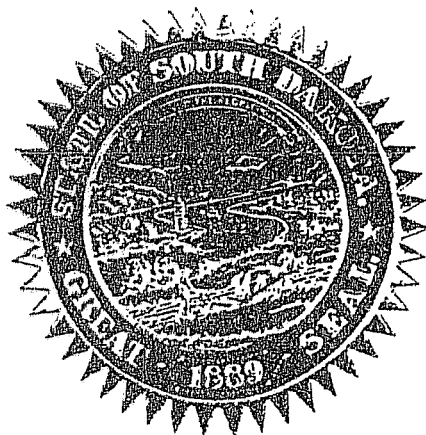
OFFICE OF THE SECRETARY OF STATE

Certificate of Authority

I, JOYCE HAZELTINE, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of WILLIAMS & COMPANY COMMUNICATIONS, INC. D/B/A WILLIAMS & COMPANY ENTERPRISES, INC. to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Corporation Acts, have been received in this office and are found to conform to law.

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this July 13, 2000.



Joyce Hazeltine

Joyce Hazeltine
Secretary of State

Exhibit C

**FINANCIAL STATEMENTS OF
Williams & Company Communications, Inc.
For Year Ending December 31, 2000**

WILLIAMS & COMPANY COMMUNICATIONS, INC.

FINANCIAL STATEMENTS

DECEMBER 31, 2000

WILLIAMS & COMPANY COMMUNICATIONS
BALANCE SHEET
DECEMBER 31, 2000

ASSETS

CURRENT ASSETS

NORWEST BANK, SIOUX CITY	\$ (6,888.14)	
DUE TO/FROM WILLIAMS & CO CONS	(115,036.45)	
ACCTS RECEIVABLE - MEDIA	21,421.13	
ACCTS RECEIVABLE - WILLINET	68,610.28	
ACCTS RECEIVABLE - SIOUXLAND	75,072.77	
OTHER RECEIVABLES	107.70	
PAYROLL ADVANCES	(1.42)	
PREPAID EXPENSES	12,000.00	

TOTAL CURRENT ASSETS		55,285.87

FIXED ASSETS

FURNITURE & FIXTURES	4,484.00	
OFFICE MACHINES & EQUIPMENT	346,829.13	
TOP LEVEL MEDIA SITE	368,174.09	
ACCUMULATED DEPRECIATION	(69,938.21)	

TOTAL FIXED ASSETS		649,549.01

OTHER ASSETS

INVESTMENTS-NEW PATH HOLDINGS	100,000.00	

TOTAL OTHER ASSETS		100,000.00

TOTAL ASSETS		\$804,834.88
		=====

WILLIAMS & COMPANY COMMUNICATIONS
 BALANCE SHEET
 DECEMBER 31, 2000

LIABILITIES AND EQUITY

CURRENT LIABILITIES

NOTES PAYABLE	\$160,000.00
ACCOUNTS PAYABLE	84,028.91
FICA TAXES PAYABLE	2,728.08
FEDERAL W/H TAXES PAYABLE	5.91
UNEMPLOYMENT TAXES PAYABLE	632.85
MEDICAL REIMBURSEMENT	(195.00)
HEALTH INSURANCE PAYABLE	84.00
SALARIES PAYABLE	36,221.94
SOUTH DAKOTA SALES TAX PAYABLE	1,008.87

TOTAL CURRENT LIABILITIES	284,515.56
TOTAL LIABILITIES	284,515.56

EQUITY

COMMON STOCK	300.00
PAID IN SURPLUS	299,700.00
RETAINED EARNINGS - PRIOR	.00
RETAINED EARNINGS-CURRENT YEAR	220,319.32

TOTAL EQUITY	520,319.32
TOTAL LIABILITIES AND EQUITY	\$804,834.88

WILLIAMS & COMPANY COMMUNICATIONS
 INCOME STATEMENT
 FOR COMBINED OPERATIONS
 FOR THE 12 PERIODS ENDED DECEMBER 31, 2000

	PERIOD TO DATE			YEAR TO DATE		
	ACTUAL	PRIOR YEAR	VARIANCE	ACTUAL	PRIOR YEAR	VARIANCE
REVENUE						
ADVERTISING SALES	\$176.47	29,047.88	(28,871.41)	315,054.78	526,570.44	(211,515.66)
PRODUCTION SALES	6,536.91	27,072.03	(20,535.12)	267,097.63	339,729.41	(72,631.78)
CONTR - MEDIA CONCEPTS	85,551.54	65,698.75	19,852.79	907,266.01	551,583.05	355,682.96
RENTAL SALES	220,677.72	130,291.56	90,386.16	2,413,527.65	1,369,695.28	1,043,832.37
SET-UP (DOWN)	2,177.16	101.95	2,075.20	71,044.31	40,266.67	30,777.64
NET OF ADVERTISING	548.13	(26,479.84)	27,027.97	(267,283.25)	(418,598.11)	151,314.86
NET OF PRODUCTION	(98,326.03)	(88,468.32)	(9,857.71)	(1,319,215.86)	(1,009,486.70)	(309,729.16)
TOTAL INCOME	217,341.50	137,264.02	80,077.48	2,387,486.27	1,381,759.80	1,005,726.47
EXPENSES						
TRAVEL & OUTSIDE SERVICES:						
SALARIES						
EMPLOYEES						
EMPLOYEES	6,350.00	.00	6,350.00	76,200.00	.00	76,200.00
EMPLOYEES - PROJ STAFF	120,731.65	131,808.40	(11,076.74)	751,619.90	542,367.59	209,252.31
EMPLOYEES - SUPPORT STAFF	9,542.85	12,821.80	(3,278.95)	137,303.99	118,760.65	18,543.34
EMPLOYEES - MGMT/SALES	46,685.03	10,615.71	36,069.32	286,564.47	115,519.32	171,045.15
TOTAL SALARIES	183,309.53	155,245.91	28,063.62	1,251,688.36	774,647.56	477,040.80
OUTSIDE SERVICES						
PROP SERV - WILLIAMS & COMPANY	14,996.52	.00	14,996.52	205,866.38	.00	205,866.38
PROP SERV - MEDIA CONCEPTS	.00	.00	.00	19,700.10	.00	19,700.10
CONSULTATION	3,588.25	34,147.56	(30,559.31)	36,298.62	167,400.88	(131,102.26)
PROP SERV - SIOWLAND NETWORK	(1,370.64)	.00	(1,370.64)	34,416.89	.00	34,416.89
REPRODUCTION	9,781.02	.00	9,781.02	125,121.05	.00	125,121.05
TOTAL OUTSIDE SERVICES	25,995.15	34,147.56	(7,152.41)	421,603.04	167,400.88	254,202.16
TOTAL SALARIES & OUTSIDE S	210,304.68	189,393.47	20,911.21	1,673,291.40	942,048.44	731,243.00
GROSS PROFIT	7,037.21	(52,129.45)	59,166.66	714,194.87	439,711.36	274,483.51
OPERATING EXPENSES:						
PERSONNEL						
PAYROLL TAXES	13,671.52	12,163.61	1,507.91	93,604.94	68,181.74	25,423.20
401(K)	(1,921.22)	6,607.77	(8,528.99)	12,793.35	18,183.62	(5,390.27)
GENERAL INSURANCE	616.43	552.11	64.32	1,711.67	2,441.68	(730.01)
HEALTH INSURANCE	4,959.23	254.51	4,704.72	60,437.14	17,112.20	43,324.94
GROUP LIFE INSURANCE	1,022.63	1,249.85	(227.18)	11,543.52	7,199.56	4,343.96
SOCIAL EVENTS	1,714.07	1,279.97	434.10	4,801.60	3,177.11	1,624.49
RECRUITING	416.31	1,107.90	(691.59)	4,292.50	7,403.87	(3,111.37)
CONTINUING EDUCATION	330.07	.00	330.07	6,267.40	6,973.61	(706.21)
PROFESSIONAL DUES & LICENSES	.00	.00	.00	710.00	.00	710.00
TOTAL PERSONNEL	20,809.21	23,215.73	(2,406.52)	197,746.42	126,267.61	71,478.81

WILLIAMS & COMPANY COMMUNICATIONS
 INCOME STATEMENT
 FOR COMBINED OPERATIONS
 FOR THE 12 PERIODS ENDED DECEMBER 31, 2000

	PERIOD TO DATE			YEAR TO DATE		
	ACTUAL	PRIOR YEAR	VARIANCE	ACTUAL	PRIOR YEAR	VARIANCE
OCCUPANCY						
NET	54,000.00	.00	4,000.00	48,000.00	.00	48,000.00
TOTAL OCCUPANCY	4,000.00	.00	4,000.00	48,000.00	.00	48,000.00
EQUIPMENT						
DEPRECIATION EXPENSE	(49,961.79)	.00	(49,961.79)	69,938.21	.00	69,938.21
RENTAL	.00	600.00	(600.00)	.00	8,135.43	8,135.43
REPAIRS & MAINTENANCE	.00	943.79	(943.79)	4,744.08	7,443.15	2,698.87
TOTAL EQUIPMENT	(49,961.79)	1,543.79	(51,505.58)	74,682.29	15,578.58	59,103.71
PROMOTIONAL						
ADVERTISING	.00	.00	.00	1,055.00	105.00	950.00
OFFICE	201.09	.00	201.09	554.16	41.00	513.16
OPERATING	1,695.47	2,901.56	(1,206.09)	31,436.50	51,433.43	20,000.00
MARKETING	617.42	29,523.70	(28,906.28)	14,124.13	7,443.22	6,680.91
ENTERTAINMENT EXPENSE	.00	74.43	(74.43)	426.06	181.11	244.95
CONTRIBUTIONS	.00	.00	.00	6,514.60	.00	6,514.60
TOTAL PROMOTIONAL	2,503.98	32,499.69	(29,995.71)	54,385.45	59,100.76	4,715.31
OTHER OPERATING EXPENSE						
PROFESSIONAL LIABILITY INS	560.00	.00	560.00	6,720.00	.00	6,160.00
GENERAL INSURANCE	(396.00)	111.22	(507.22)	5,732.63	2,573.01	3,159.62
PUBLICATIONS	.00	.00	.00	1,054.30	1,054.30	.00
REPLICATING COSTS	.00	.00	.00	153.23	43.85	109.38
COMPUTER SUPPLIES	57.26	3,395.63	(3,338.37)	49,728.14	193,542.35	143,814.21
STATIONERY & OFFICE SUPPLIES	834.22	1,901.51	(1,067.29)	14,071.04	29,422.16	15,351.12
POST SUPPLIES	.00	.00	.00	272.55	21.12	251.43
POSTAGE	32.67	1,406.35	(1,373.68)	5,137.17	10,442.82	5,305.65
TELEPHONE	1,731.07	240.83	1,490.24	20,731.33	5,137.87	15,593.46
TRAVEL EXPENSE	165.24	792.22	(626.98)	3,533.31	5,422.37	1,889.06
MISCELLANEOUS EXPENSE	2,726.32	3,402.97	(676.65)	49,022.13	26,176.53	22,845.60
TOTAL OTHER OPERATING EXPENSE	5,761.78	11,256.86	(5,495.08)	146,249.33	174,458.79	28,209.46
ALLOCATIONS						
INTEREST EXPENSE ALLOCATION	9,262.94	97,954.83	(88,691.89)	81,493.34	339,433.24	257,939.90
TOTAL ALLOCATIONS	9,262.94	97,954.83	(88,691.89)	81,493.34	339,433.24	257,939.90
TOTAL OPERATING EXPENSES	(7,623.83)	156,470.93	(174,094.81)	459,750.08	779,016.79	329,266.71
NET INCOME FROM OPERATIONS	14,661.09	(218,600.38)	233,261.47	100,421.09	(122,117.44)	222,538.53
OTHER INCOME & (EXPENSE)						
MISCELLANEOUS	(50.50)	.00	(50.50)	1,831.19	.00	1,780.69
FINANCE CHARGES	.00	.00	.00	.00	1,135.21	1,135.21
GAIN (LOSS) ON SALE	145,261.15	.00	145,261.15	145,261.15	.00	145,261.15
INTEREST	(1,366.94)	.00	(1,366.94)	(13,028.43)	.00	11,661.49

WILLIAMS & COMPANY COMMUNICATIONS
 INCOME STATEMENT
 FOR COMBINED OPERATIONS
 FOR THE 12 PERIODS ENDED DECEMBER 31, 1999

	PERIOD TO DATE			YEAR TO DATE		
	ACTUAL	PRIOR YEAR	VARIANCE	ACTUAL	PRIOR YEAR	VARIANCE
OTHER INCOME & (EXPENSE)	(Continued)					
WAD DEBTS	\$(475.00)	.73	(475.73)	(4,157.83)	(359.86)	(3,777.87)
TOTAL OTHER INCOME & (EXPENSE)	143,368.71	.73	143,367.98	119,898.23	(188.18)	120,086.41
EARNINGS BEFORE INCOME TAX	158,029.80	(218,599.65)	376,629.45	220,319.32	(182,511.22)	502,830.54
NET INCOME (LOSS)	\$158,029.80	(218,599.65)	376,629.45	220,319.32	(182,511.22)	502,830.54

Exhibit 2

Williams & Company Communications, Inc.

List of Officers

<u>Name</u>	<u>Title</u>	<u>Address, City, State, Zip Code</u>
Harlan E. Crouch	President	814 Pierce Street Sioux City, IA 51101-9400
Dennis J. Bixenman	Vice President Treasurer	814 Pierce Street Sioux City, IA 51101-9400
H. Patrick Eriksen	Vice President Secretary	814 Pierce Street Sioux City, IA 51101-9400

Williams & Company Communications, Inc.
Statement of Cash Flows
Year Ending December 31, 2000

Sources (Uses) of Funds

Net Income	\$ 220,319
Income Taxes	\$ -
Depreciation	<u>\$ 69,938</u>
Operating Cash Flow	<u>\$ 290,257</u>
(Increase) Decrease in Billed Receivables	\$ (165,210)
(Increase) Decrease in Prepayments	\$ (12,000)
(Additions) Disposals of Property & Equipment	\$ (719,487)
(Increase) Decrease - Investments	\$ (100,000)
Line of Credit Advances (Repayments)	\$ 160,000
Increase (Decrease) in Accounts Payable	\$ 84,029
Increase (Decrease) in Due to Consulting, Inc.	\$ 115,036
Increase (Decrease) in Accrued Liabilities	\$ 40,487
Capital Contributions	\$ 299,700
Redemption (Purchase) of Common Stock	<u>\$ 300</u>
Total Sources (Uses) of Funds	<u>\$ (6,888)</u>
Beginning Cash	\$ -
Ending Cash	<u><u>\$ (6,888)</u></u>

Exhibit D

**Status of Interconnection Agreement
With
Qwest**

Exhibit D

E-Mail to Qwest, May 30, 2001

To: Heidi Higer Qwest
Subject: Fwd: Interconnection agreement

Heidi

We have discovered the Mid Iowa agreement will not be approved by the IUB until June 25, 2001. So have decided to Opt-in to the FiberComm. L.C. Iowa and South Dakota interconnection agreement with Qwest. Request for certification has been filed in both states, Iowa Utilities Board Docket TCU-01-11 and South Dakota Public Utilities Commission DocketTC01--51. If you have any questions please call me at 515-284-1616. I would also appreciate if you could copy me on the correspondence regarding this issue.

Burnie E. Snoddy
Senior Telecommunications Consultant

Date: Tue, 24 Apr 2001 15:49:10 -0000
To: Heidi Higer Qwest
From: "Burnie E. Snoddy" <bes@willconsult.com>
Subject: Interconnection agreement
Cc: Denny Bixenman

Heidi

Below is the information for the agreement from previous e-mail:
Opt-in to the Mid-Iowa Telephone Cooperative Association agreement.

Legal Name: Williams & Company Communications, Inc.
Incorporated in the state of: Iowa

Notice information: Williams & Company Communications, Inc.
Matthew Tenhulzen, Manager of Systems Administration
814 Pierce Street
Sioux City, IA 51101-9400
Telephone: 712-252-4041
FAX: 712-252-5974
E-Mail: mlt@willconsult.com

Authorized Signature: Harlan E. Crouch, President

For signature send to Harlan E. Crouch at:
Williams & Company Communications, Inc.
814 Pierce Street
Sioux City, IA 51101-9400
Telephone: 712-252-4041
FAX: 712-252-5974

If you have any questions please call me at 515-284-1616.
Thanks for you assistance.
Burnie Snoddy

Qwest Reply, June 5, 2001:

To: Burnie Snoddy <bes@willconsult.com>
Subject: Re: Fwd: Interconnection agreement

Hi Burnie, I will be sending out tonight the adoption letters to Williams & Company, I will e-mail you a copy of the letters once I have them completed. Thanks

Heidi Higer
Qwest

**WILLIAMS
&
COMPANY**
CONSULTING, INC.

SERVICES

Telecommunications	Computer/Systems	Business Advisory
Marketing	Human Resources	Tax Planning
Environmental	Employee Benefits	Estate Planning

July 6, 2001

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

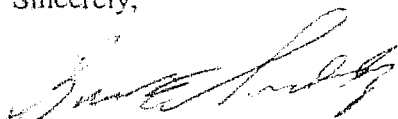
RE: SDPUC Docket TC01-051 – In the Matter of the Application of William & Company Communications, Inc. for a Certificate of Authority to Provide Local Exchange Services in South Dakota

Dear Mr. Senger:

In reply to your letter dated June 28, 2001, Williams & Company Communications, Inc will agree to restrictions from offering prepaid calling cards/services and will not collect customer deposits and advance payments. Williams understands it will bill monthly fees in arrears and further understands it may at a later date apply to the Commission for removal of these restrictions, upon reevaluation of its financial status. Also, attached are the applicable tariff sheets reflecting the aforementioned changes, the change to Part II, Section J.3.a, with the requested change, and corrected Part II duplicate numbering of paragraph A. Enclosed are an original and 10 copies of this letter and the revisions as requested.

Thank you for your assistance with the Williams & Company Communications, Inc. application and if you require additional information, please feel free to call me at 515-284-1616.

Sincerely,



Burnie E. Snoddy
Senior Telecommunications Consultant

RECEIVED

JUL 10 2001

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

1000 Illinois Street, Suite B
515-284-1616

Des Moines, Iowa 50314-3047
FAX 515-284-0017

C. USE OF SERVICE AND FACILITIES (cont'd.)

2. Unauthorized Attachments or Connections

- a. The Company shall not be required to attach its facilities to facilities not owned and installed by it, nor shall facilities not furnished by the Company, be attached to or connected with facilities furnished by the Company, unless provided for elsewhere in the tariffs. In case any such unauthorized attachment or connections are made, the Company shall have the right to disconnect the same or to suspend the service during the continuance of such attachment or connection or to terminate the service.

3. Use of Customer Service

- a. Customer telephone service is furnished only for use by the customer, his/her family, employees or business associates, or persons residing in the customer's household, except as the use of the service may be extended to joint users or to persons temporarily subleasing a customer's residential premises.
- b. Customers may subscribe to resale or shared services under terms and conditions located in Part IV of this tariff.

D. ESTABLISHMENT AND FURNISHING OF SERVICE

1. Application for Service

- a. Applications for service may be made orally or in writing. These applications become contracts upon the establishment of service. The terms and conditions specified for such contracts are subject to these General Rules and Regulations, the General Exchange Service Tariffs, and the Local Exchange Service Tariffs for the exchange from which service is to be furnished. Any change in rates, rules, or regulations shall act as a modification of the contract to that extent, without further notice.
- b. Requests from customers for additional service may be made orally. A move from one geographic location to another (outside move) within the same exchange is not considered to terminate the contract; orders for such moves may be made orally.
- c. "Minimum contract periods" and "termination of service" are covered elsewhere in Part II of this tariff.

E. TELEPHONE DIRECTORIES (cont'd.)

Central Office Access Line without charge. Additional directories may be furnished at the discretion of the Company. Directories containing listings for other areas may be provided at a nominal charge.

2. Ownership and Use

- a. Directories furnished to customers remain the property of the Company and are provided to customers as an aid in the use of the telephone service. The Company reserves the right to charge for directories issued in replacement of directories.

3. Directory Listings

- a. Directory listings remain the property of the Company and are not to be reproduced without the permission of the Company.

F. ESTABLISHMENT AND MAINTENANCE OF CREDIT

1. Establishment of Credit

- a. The Company is not obligated to provide service to any individual or firm that owes for service previously rendered by the Company at the same or a different address, until arrangements have been made to liquidate such previous indebtedness to the Company. Nor is the Company obligated to continue to provide service to any individual or firm whose credit with the Company is or becomes doubtful, in the opinion of the Company. Applicants for telephone service who are required to make a deposit may be required to pay in advance of installation, the service connection, installation and/or construction charges. In order to insure the payment of all charges due for its service, the Company may require any customer to establish and maintain his/her credit in one of the following ways:

- (1) By furnishing credit references acceptable to the Company.

2. Amount of Deposits

- a. For Future use.

F. ESTABLISHMENT AND MAINTENANCE OF CREDIT (cont'd.)

3. Deposits and Collection Practices

- a. The fact that a deposit has not been made in no way relieves the applicant or customer from complying with the Company's regulations as to advance payments and the prompt payment of bills; nor constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for nonpayment of sums due the Company for services rendered. The Company may discontinue service to any customer failing to pay current bills regardless of the fact that such customer has furnished the Company with a guarantee in writing for such bills.

4. Interest to be Paid on Deposits

- a. Interest compounded annually shall be 7% per annum. Interest shall be paid for the period beginning with the date of deposit to the date of refund or to the date that the deposit is applied to the customer's account or to the date the customer's bill becomes permanently delinquent.

5. Discontinuance of Service for Failure to Establish Credit

- a. Service may be discontinued for failure to establish or maintain credit, as set forth in 3.a above, 12 days after the Company has mailed notice requiring the customer to do so.

F. ESTABLISHMENT AND MAINTENANCE OF CREDIT (cont'd.)

6. Service Charge for Reconnection

- a. Where service has been discontinued for failure to establish or maintain credit, as set forth in 1.a above, the applicable service charges, as defined in Part VI of this tariff, shall apply.

7. Deposit Refunds

- a. The deposit shall be refunded or credited to the customer after not more than 12 consecutive months of prompt payment, or 11 timely payments and one automatic forgiveness of late payment, unless the Company has documented information which indicates the deposit is necessary to insure payment.

8. Criteria for Procurement of Deposits

- a. False credit information
- b. Unsatisfactory credit history

G. APPLICATION OF BUSINESS AND RESIDENCE RATES

1. Business Rates Apply at the Following Locations:

- a. In offices, stores, factories, mines, and all other places of a strictly business nature.
- b. In boarding houses, except as noted under 2 below; offices of hotels; halls and offices of apartment buildings; quarters occupied by clubs or lodges; public, private, or parochial schools or colleges, hospitals, libraries, and other similar institutions.
- c. At residence locations when the customer has no regular business access line service, and the use of the service, either by himself, members of his household, or his guests, or parties calling him, can be considered as more of a business than of a residence nature. This may be indicated by advertising, either by business cards, newspapers, handbooks, billboards, circulars, motion picture screens, or other advertising media, such as on vehicles, etc.
- d. In any location where the listing of service at that location indicates a business, trade, or profession, except as specified under 2 below.

J. DISCONNECTION OR REFUSAL OF SERVICE (cont'd.)

d. The notice of pending disconnection required by these rules shall be a written notice setting forth all reasons for the notice and the final date by which the account is to be settled or specific action taken. The notice shall be considered rendered to the customer when deposited in the U.S. mail with postage prepaid. If delivery is by other than U.S. mail, the notice shall be considered rendered when delivered to the last known address of the person responsible for the service. The final date shall be not less than five days after the notice is rendered or, in the case of deposits, 12 days. The notice will include a toll-free or collect number where a customer can obtain additional information.

e. Where written notice is required, the Company will not disconnect service on a weekend, holiday, or after 6:00 p.m. unless the Company is prepared to reconnect service the same day.

3. Disputes

a. In the event of a dispute concerning a bill, the Telephone Company may require the customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint, using complaint procedures in the Telephone Company's Tariff, shall continue and the service shall not be disconnected for nonpayment of the disputed amount.

4. Emergency Medical Conditions

a. Notwithstanding any other provision of these rules, the Telephone Company shall postpone the disconnection of service to a residential customer for a reasonable time, not in excess of 30 days, if the customer produces verification from a physician, or a public health or social services official, which states that telephone service is essential due to an existing medical emergency of the customer, a member of the customer's family, or any permanent resident of the premises where service is rendered. This written verification shall identify the medical emergency and specify the circumstances. Initial verification may be by telephone if written verification is forwarded to the Telephone Company within five days, if the written verification is not received within five days.

ADMINISTRATIVE TARIFF INSTRUCTIONS

P. APPLICATION OF RATES FOR BUSINESS AND RESIDENCE SERVICE

1. General

- a. As specified in the General Rules and Regulations and Tariffs, the location and the character of use of a telephone service govern its classification and rate treatment.

2. Business Rates Apply at the Following Locations:

- a. Business rates apply at any location where the use of the service is primarily or substantially of a business, professional, institutional, or otherwise occupational nature.
- b. The Company reserves the right to develop, on an individual Case basis, rates for all services listed in this tariff.

3. Residence Rates Apply to the Following Locations:

- a. Residence rates apply to service provided for customer use in the residence of an individual or family, such as a single residence, or a private room or suite of rooms in a dormitory or boarding house, or a multiple dwelling, apartment house or hotel, or other building, trailer, etc., where the service will be used solely by the customer or members of his family, and such use will be primarily for personal, social, and domestic purposes and only incidentally for business purposes, and

(1) The listings furnished include no designation, title, or other matter indicating the business, trade, or profession in which the customer or any other authorized user of his service is engaged, or

(2) The customer or other authorized user of the residence service is a person with a doctor's degree who is engaged in the practice of medicine, surgery, dentistry, optometry, osteopathy, etc., and is also a customer to, or an authorized user of business service in the same or another premises in the same exchange, in which case the title "Dr." may be included in any listing of the residence service if necessary for purposes of identification of such person but not of value for any business purpose, or

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Effective: 08/01/01

By: Harlan E. Crouch, President

5. APPLICATION OF RATES FOR BUSINESS AND RESIDENCE SERVICE (cont'd.)

(3) The customer or other authorized user of the service is employed as a clergyman, military officer, retired clergyman, or professional man, in which cases a title, such as Rev., Father, Rabbi, Captain, Dr., etc., is necessary for purposes of identification of such person, but not of value for any business purpose.

(4) The descriptive title or designation is included in a listing as, in the judgement of the Company, necessary to properly identify the customer or an authorized user of his service, not of value for any business purpose.

b. Residence rates also apply to service provided for customer use in the following cases where the use of the service is primarily for personal, social, or domestic and only incidental for business purposes.

(1) At boarding, lodging, or rooming houses.

(2) Reading rooms located in a church, where the service is used in the conduct of its affairs. Where reading rooms are furnished residence service on this basis, their primary listings appear in the alphabetical section of the directory, and also in the classified section, if issued.

(3) To Central Office Access service in college fraternity or sorority houses where the members lodge or board.

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

IN THE MATTER OF THE APPLICATION OF)	ORDER GRANTING
WILLIAMS & COMPANY COMMUNICATIONS,)	CERTIFICATE OF
INC. FOR A CERTIFICATE OF AUTHORITY TO)	AUTHORITY
PROVIDE LOCAL EXCHANGE SERVICES IN)	
SOUTH DAKOTA)	TC01-051

On May 15, 2001, the Public Utilities Commission (Commission) received an application for a certificate of authority from Williams & Company Communications, Inc. (Williams).

Williams proposes to offer local exchange service and high speed internet access telecommunication services in South Dakota. A proposed tariff was filed by Williams.

On May 17, 2001, the Commission electronically transmitted notice of the filing and the intervention deadline of June 1, 2001, to interested individuals and entities. No petitions to intervene or comments were filed and at its regularly scheduled July 24, 2001, meeting, the Commission considered Williams' request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to rural safeguards, and subject to the condition that Williams not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. Commission Staff further recommended a waiver of ARSD 20:10:32:03(14).

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-69 and ARSD 20:10:32:03. The Commission finds that Williams has met the legal requirements established for the granting of a certificate of authority. Williams has, in accordance with SDCL 49-31-71, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota. Further, the Commission finds that there is good cause to waive subparagraph (14) of ARSD 20:10:32:03.

The Commission approves Williams' application for a certificate of authority, subject to rural safeguards, and subject to the condition that Williams not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. The certificate of authority for Williams shall authorize it to offer local exchange services in South Dakota, except in those areas served by a rural telephone company. In the future, should Williams choose to provide local exchange services statewide, with respect to rural telephone companies, Williams will have to come before the Commission in another proceeding before being able to provide local service in that rural service area pursuant to 47 U.S.C. § 253(f) which allows the Commission to require a company that seeks to provide service in a rural service area to meet the requirements in 47 U.S.C. § 214(e)(1) for designation as an eligible telecommunications carrier. In addition, the granting of statewide certification will not affect the exemptions, suspensions, and modifications for rural telephone companies found in 47 U.S.C. § 251(f). It is therefore

ORDERED, that Williams' application for a certificate of authority to provide local exchange services is granted, subject to the condition that Williams not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission; and it is

FURTHER ORDERED, that Williams shall file informational copies of tariff changes with the Commission as the changes occur; and it is

FURTHER ORDERED, that the Commission shall authorize Williams to offer its local exchange services in South Dakota, except in those areas served by a rural telephone company; and it is

FURTHER ORDERED, that the Commission finds good cause to waive subparagraph (14) of ARSD 20:10:32:03.

Dated at Pierre, South Dakota, this 27th day of July, 2001.

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 facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon	
Served on	<u>Melvin Kalbs</u>
Date	<u>8/3/01</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

CERTIFICATE OF AUTHORITY

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

Authority was Granted as of the date of the
Order Granting Certificate of Authority
Docket No. TC01-051

This is to certify that

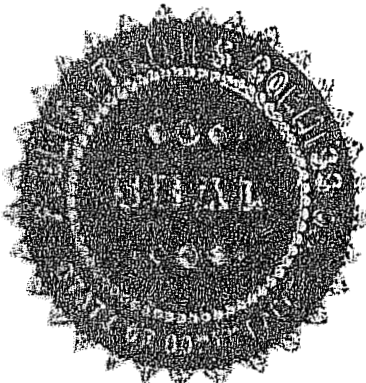
WILLIAMS & COMPANY COMMUNICATIONS, INC.

is authorized to provide local exchange services in nonrural areas in
South Dakota, subject to the condition that it not offer a prepaid calling
card or require deposits or advance payments without prior approval of
the Commission.

This certificate is issued in accordance with SDCL 49-31-69 and ARSD
20:10:32:03, 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 27th day of July, 2001.

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**



James A. Burg

JAMES A. BURG, Chairman

Pam Nelson

PAM NELSON, Commissioner