

In the Matter of _____ IN THE MATTER OF THE
APPLICATION OF CONTACT
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

MEMORANDA

*11/20/01 Filed and Docketed;
11/21/01 Weekly Filing;
11/29/01 Notice of Filing;
1/2/02 as Supplement to Application;
1/2/02 as Revised Triff Pages;
2/16/02 as Order Granting COA;
3/16/02 as Docket Closed.*



Thursday, October 18, 2001

RECEIVED

OCT 25 2001

Public Utilities Commission
Capitol Building, 1st Floor
500 East Capitol Avenue
Pierre, South Dakota 57501

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

RE: Application & Initial Tariff of Contact Communications, Inc.

Dear Filing Clerk:

Please find enclosed the original and ten copies of the Application of Contact Communications, Inc. I have also enclosed the original and ten copies of the initial Tariff of Contact Communications, Inc.

I have enclosed an extra copy of the application and tariff to be filed stamped and returned to our office in the envelope provided.

Thank you for your assistance.

Sincerely,

CONTACT COMMUNICATIONS, INC.

By:

A handwritten signature in black ink, appearing to read "Steven A. Mossbrook", written over a horizontal line.

Steven A. Mossbrook

SAB
Enclosure

BEFORE THE SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

RECEIVED

IN THE MATTER OF THE APPLICATION)
 OF CONTACT COMMUNICATIONS, INC.)
 FOR APPROVAL OF A CERTIFICATE OF)
 AUTHORITY TO PROVIDE LOCAL)
 EXCHANGE SERVICE IN SOUTH)
 DAKOTA)
)

OCT 25 2001

Docket No.

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

APPLICATION OF CONTACT COMMUNICATIONS, INC.

CONTACT COMMUNICATIONS, INC. hereby files for a certificate of authority to provide basic local exchange service throughout the State of South Dakota. Applicant respectfully requests that the Commission grant it a certificate to provide the local exchange telecommunications services described herein. In support thereof, Applicant provides the following information:

I. FORM OF BUSINESS

1. **Legal Name and Address.** The legal name and address of the Applicant is:

CONTACT COMMUNICATIONS, INC.
 937 West Main, Riverton, Wyoming 82501.
 (307) 856-0980
 FAX (307) 856-1499

Correspondence regarding this application should be directed to:

Alexander K. Davison, Assistant Secretary
 1930 Thomas, Suite 600
 PO Box 945
 Cheyenne, Wyoming 82003-0945.
 RandDA@yaqool.com

2. **Form of Business.** The applicant is a corporation incorporated under the laws of Wyoming on March 15, 2000. Attached as **Exhibit A** is a copy of its Articles of Amendment and its Amended Articles of Incorporation. Additionally, a copy of its Certificate of Authority to conduct business in the State of South Dakota is attached as **Exhibit B**. Due to

the nature of the business, Contact Communications, Inc. does not intend to establish a principal business address in South Dakota. Applicant maintains its principal place of business at 937 West Main Street, Riverton, Wyoming 82501. The name and address of the registered agent for service in South Dakota is:

Mr Steve C. Polley
19 Nickel Place
Spearfish, South Dakota 57783

3. **Shareholders.** The common stockholders of Contact Communications, Inc. are:

Steve Mossbrook 90 per cent

Sandra Mossbrook 10 per cent

4. **Directors and Officers** The Officers and Directors of Contact Communications, Inc. are as follows:

Steve Mossbrook President Director
937 West Main Street, Riverton, WY 83501

Sandra Mossbrook Secretary Director
937 West Main Street, Riverton, WY 82501

Arlen Taggart Vice President Director
937 West Main Street, Riverton, WY 82501

Furrest Sprout Vice President Director
937 West Main Street, Riverton, WY 82501

Judy Johnson Assistant Secretary
937 West Main Street, Riverton, WY 82501

Alexander Davison Assistant Secretary
P.O. Box 945, Cheyenne, WY 82003

II. TELECOMMUNICATION SERVICE EXPERIENCE

Currently, Contact Communications is providing service in Wyoming and was issued a Certificate of Public Convenience and Necessity to provide local telecommunications services in Wyoming on July 7, 1997. The company currently provides advanced data services

including ICD (Internet call diversion) and DSL (digital subscriber line) on a wholesale basis to ISPs (Internet service providers). Contact Communications is a spin off CLEC which originated from Wyoming.com, the dominant internet service provider for the State of Wyoming. Wyoming.com began providing services in 1994 and now has 28 points of presence serving virtually the entire state. Its customer base includes large commercial, government, and educational customers in addition to dial up users. The largest customer is now the Wyoming Supreme Court with a network that encompasses almost every court in the state. Contact Communications draws upon the same pool of technical expertise as Wyoming.com. Technical support is available 24 hours a day and seven days a week to Contact Communications' customers. The company has been certificated as a CLEC in the State of Wyoming and has entered into and implemented an interconnection agreement with Qwest, formerly USWEST.

Contact Communications is also certified and in good standing as a CLEC in Montana, North Dakota, Colorado, Nebraska, Kansas, Illinois, Wisconsin, and Oregon.

III. AFFILIATES, SUBSIDIARIES AND PARENTS

Contact Communications, Inc. currently does not have any affiliates, subsidiaries and parent organizations.

IV. TYPE OF SERVICE AND MEANS PROVIDED

1. **Classes of Customers:** Contact Communications, Inc. will provide digital subscriber line (DSL) service to customers on a retail basis. The applicant will also act as a wholesaler of service to ISPs through individual contracts.

2. **Extent and Time-frame of Service:** Contact Communications Inc. anticipates providing service beginning on or about January 1, 2002. In the future, the company may expand its offerings to include voice service.

3. **Utilized Facilities:** Contact Communications, Inc is currently in the process of negotiating interconnection agreements. The applicant will then use the facilities of the underlying carrier as well as its own facilities.

4. **General Nature of Services:** Contact Communications, Inc. will provide DSL service to end users on a retail basis. It will also offer advanced data services including ICD on a wholesale basis to ISPs and may offer a full range of local exchange services, including two-way voice communications, but excluding traditional single line POTS. The applicant will provide ADSL, SDSL, RADSL and modem aggregation services using Elastic Networks and Lucent TNT equipment.

V. SERVICE AREA

Service is anticipated at locations throughout the State of South Dakota served by Qwest Communications. Service will be primarily directed toward rural areas and cities presently served by Qwest with a population of less than 250,000 where co-location with existing central offices is available.

VI. TECHNICAL COMPETENCE

1. **Personnel.** Key personnel of Contact Communications and a brief synopsis of their experience follows:

Mr. Mossbrook - Founder and President

Mr. Mossbrook is also the founder of Wyoming.com and is still responsible for its current operations. He is an entrepreneur with a history of successful companies in such fields as blown film plastics and cabinet manufacturing. His primary strengths lie in finance and marketing with a lifelong passion for technology.

Mr. Taggart, - Vice President

Mr. Taggart has managed virtually every aspect of telephone company activities during his 23 years in the industry. He is responsible for the day-to-day operations, focusing on administration

and Operational Support Services (OSS). Mr. Taggart provides the best of the traditional telephone model for integration into the modern approach to service and advanced technologies.

Mr. Forrest, Vice President Technology

Mr. Forrest is the chief technology expert for Contact Communications. Forrest provides the analytical skills necessary to review the wide variety of technologies presented and recommends technology with promise for the future. A product of MIT, he has been with Contact Communications and its parent company, Wyoming.com since its founding and is responsible for much of its success.

2. Quality of Service. Sufficient maintenance programs, policies and personnel are currently available to respond to complaint and repair calls made by ISP customers and end user customers. The company maintains the highest level of technical expertise with immediate response to trouble calls on a 24 hour, 7 days a week basis. Experience to date has shown that the company's response to service needs far exceeds that of most incumbent local exchange companies in other jurisdictions.

3. 911, Operator, Interexchange, Directory Assistance and Relay Services. Presently, Applicant's only service offering to end users will be DSL. Therefore, it requests a waiver of the requirements of § 20.10.32.10 until such time as it proposes to offer full two-way service.

VII. FINANCIAL INFORMATION

Incorporated as Exhibit C are the current financial statements to demonstrate Contact Communications possesses adequate financial resources to provide the proposed services. Pursuant to §§ 20.10.01.39-41 Contact Communications requests that these documents receive confidential treatment. The documents consist of balance sheets and income statements. Applicant requests that these documents receive confidential treatment indefinitely. Any questions concerning these documents should be directed to Patton & Davison Attorneys,

P.O. Box 945 Cheyenne, Wyoming, 82003, (307) 635-4111 Applicant requests that the Commission declare these items confidential pursuant to § 20:10:01:39(6). Confidential treatment is requested because these documents are proprietary in nature, and Contact Communications' competitors may attempt to use this information for improper purposes.

The company has proven financially capable of providing service in the State of Wyoming by meeting regulatory requirements through leasing. Contact Communications, Inc. will be able to respond to market requirements as they are identified. This significantly reduces the start up capital requirements necessary to implement service. From these documents, it is clear that Applicant has available sufficient capital to fulfill any obligations it may encounter with respect to its operations and the services it proposes to offer.

VIII. INTERCONNECTION AGREEMENTS

Contact Communications, Inc. intends to negotiate interconnection agreements with Qwest for the State of South Dakota and/or rely on SGAT provisions. This agreement has not yet been completed. Upon completion, these interconnection agreements will be submitted to the Commission for regulatory approval.

IX. TARIFF FILINGS

The company presently is unable to produce specific price lists or tariffs for the services to be provided within this jurisdiction. These will be provided promptly upon completion of the necessary interconnection agreements and cost dockets and prior to providing retail service.

X. MARKETING

Contact Communications plans to use the retail management staff of Wyoming.com to build its own retail sales and service operations. Advertisements and brochures to be used in the State of South Dakota have not yet been produced. However, they will be submitted to the

Commission before release to the public if required. The company will conduct only direct marketing to internet service providers.

XI. CURRENT REGISTRATION

Contact Communications, Inc. is currently certified and in good standing as a CLEC in Wyoming, Montana, North Dakota, Colorado, Nebraska, Kansas, Illinois, Wisconsin, and Oregon. Contact Communications, Inc. has not been denied registration or certification in any state.

XII. CUSTOMER COMPLAINTS AND REGULATORY MATTERS

Inquiries regarding customer complaints and regulatory matters may be directed to:

Arlen Taggart
937 West Main
Riverton, Wyoming 82501
Phone (800) 996-4638
Fax (307) 856-1499
Email: arlen@contactcom.net

XIII. BILLING AND COLLECTION

Itemized customer bills will be mailed or e-mailed to the subscriber each month and are due upon receipt. Any amount left unpaid by the payment date will be past due and may be subject to a Late Payment Fee. If such payment date would cause payment to be due on a Saturday, Sunday or any legal holiday observed in the state, payment for such bills will be due from the customer as follows: If such payment date falls on a Saturday, Sunday or a Holiday which is observed on a Monday, the payment date shall be the first non-holiday day following such Saturday, Sunday or Holiday. If such payment date falls on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the next non-Holiday day following such Holiday.

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

Disputes with respect to charges must be presented to the Company within 30 days from the date the invoice is rendered, or such invoice will be deemed to be correct and binding on the customer. The Company will conduct an appropriate investigation of the dispute and shall report the results of that investigation to the customer and to the Commission if required.

The Company may also elect to accept payment by credit card. This will be accomplished by automatic credit card charges on account numbers kept on file.

XIV. SOLICITATION; SLAMMING AND CRAMMING

Contact Communications does not intend to initially provide two-way voice service directly to end users on a retail basis. Prior to such time, the company will have sufficient information to respond to inquiries pertaining to full two-way service.

XV. COMPLAINTS FILED

No complaints have been filed against Contact Communications with any state or federal commission regarding the unauthorized switching of a telecommunications provider or charging for services not ordered.

XVI. FEDERAL TAX IDENTIFICATION NUMBER

The Federal Tax identification number of Contact Communications is: 83-0329862

Dated this 9TH day of OCTOBER, 2001.

CONTACT COMMUNICATIONS, INC.

By:


Steven A. Mossbrook, President

ARTICLES OF AMENDMENT

Wyoming Secretary of State
Corporations Division
The State Capitol Building
Cheyenne, WY 82002-0020

1. The name of the corporation is: Contact Communications
2. Article VI is added as follows:

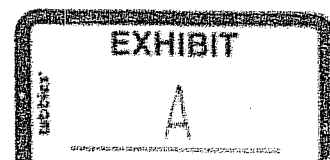
Please see attached Amended Articles of Incorporation

3. The amendment was adopted on May 17, 2001, by the shareholders.
 4. The designation, number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the amendment: 600,000; and the number of votes of each voting group indisputably represented at the meeting: 600,000.
 5. Total number of votes cast for and against the amendment by each voting group entitled to vote separately on the amendment: 600,000 votes cast for the amendment; 0 votes cast against.
 6. The number of votes cast for the amendment by each voting group was sufficient for approval by that voting group.
 7. If the amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself: N/A
-
-

DATE: 5/25/01

Signed: _____

Title: President



Secretary of State
State of Wyoming
The Capitol
Cheyenne, Wyoming 82002

AMENDED ARTICLES OF INCORPORATION

I. Corporate Name:

Contact Communications

II. Number and class of shares which the corporation is authorized to issue that together have unlimited voting rights:

10,000,000 (common)

III. Number and class of shares which are entitled to receive the net assets of the corporation upon dissolution: (This class of shares may also be the class of shares that together have unlimited voting rights.)

10,000,000 (common)

IV. The registered agent and street address of its registered office are:

Alexander K. Davison
1920 Thomas Avenue, Suite 600
Cheyenne, Wyoming 82001

V. The name and address of the incorporator is:

Alexander K. Davison
1920 Thomas Avenue, Suite 600
Cheyenne, Wyoming 82001


VI. Par Value for authorized shares:

\$.001/share

For name availability purposes, list the type of business the corporation will be conducting and the counties in which the corporation will be doing business:

Business: Communications and all
other legal purposes.
Counties: All counties within
Wyoming, but not limited thereto.

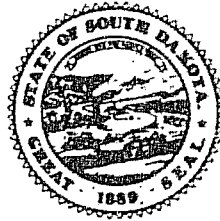
Signed


Steve Mossbrook

Date

5/25/01

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

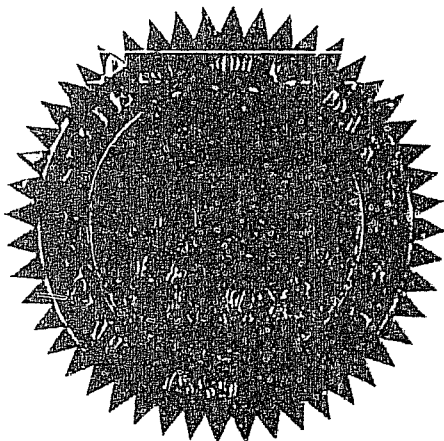
Certificate of Authority

ORGANIZATIONAL ID #: FB025306

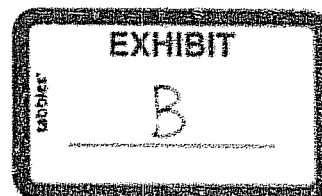
I, **JOYCE HAZELTINE**, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of **CONTACT COMMUNICATIONS, INC. (WY)** to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Corporation Acts, 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 5, 2001.



Joyce Hazeltine
Secretary of State



Begin

Confidential

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RECEIVED

OCT 25 2001

Intrastate Telecommunications Services

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Regulations, Rates and Price Schedule applicable to
Retail Telecommunications Services provided by:

Contact Communications, Inc.

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CHECK SHEET

The title page and pages 1-25 inclusive of this Regulations, Rates and Price Schedule are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the Original Price Schedule in effect on the date indicated.

<u>PAGE</u>	<u>REVISION</u>
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CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Participating Carriers

EXPLANATION OF SYMBOLS

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

EXPLANATION OF ABBREVIATIONS

LATA Local Access and Transport Area. A geographic area established by the U.S. District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides Communication Services.

LEC Local Exchange Company

ICD Internet Call Diversion

DSL Digital Subscriber Line

ISP Internet Service Provider

POTS Plain Old Telephone Service

APPLICABILITY

This Price Schedule contains the regulations and rates applicable to the retail sales of telecommunications services by Contact Communications between and among points within the **State of South Dakota** as specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric, and like conditions. This Price Schedule does not apply to wholesale customers of Contact Communications. Rates and Regulations applicable to such service will be determined ICB.

MAP OF EXCHANGE AREAS

The Exchange Areas to be served by Contact Communications have yet to be determined, pending the negotiation of interconnection agreements. Upon finalization of the interconnection agreements, a map will be submitted as a Revision.

I. DEFINITIONS

For the purpose of this Price Schedule, the following definitions will apply:

Access Coordination

Provides for the design, ordering, installation, coordination, preservice testing, service turn-up and maintenance on a Company provided Local Access Channel.

Access Line

An arrangement which connects the Customer's telephone to a Contact Communications designated switching center or point of presence.

Administrative Change

A change in Customer billing address or contact name.

Alternate Access

Alternate Access is a form of Local Access except that the provider of the service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such service. The charges for Alternate Access may be subject to private agreement rather than published or special Price Schedule if permitted by applicable governmental rules.

Application for Service

A standard Company order form which includes all pertinent billing, technical and other descriptive information which will enable the Company to provide a communication service as required.

ASR

ASR (Access Service Request) means an order placed with a Local Access Provider for Local Access.

Authorization Code

A numerical sequence which enables a customer to access the carrier and which is used by the Company to identify the customer for billing purposes.

Authorized User

A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service under the terms and conditions of this Price Schedule. The customer remains responsible for payment of services.

Bandwidth

The total frequency band, in hertz, allocated for a channel.

Bill Date

The date on which billing information is compiled and sent to the Customer.

Call

A completed connection between the Calling and Called Stations

Called Station

The telephone number called.

Central Office

A Local Exchange Carrier switching system where Local Exchange Carrier customers station loops are termination for purposes of interconnection to each other and to trunks.

Channel or Circuit

A dedicated communications path between two or more points having bandwidth or transmission speed specified in this Price Schedule and selected by a Customer.

Company

Contact Communications

Customer

The person, firm, corporation, or governmental entity which orders service either for its own use, as a resale carrier or as a nonprofit manager of a sharing group, and is responsible for the payment of charges and for compliance with Company Price Schedule regulations. The term Customer also includes an entity

that remains presubscribed to the Company service after its account(s) are removed from the Company's billing system, subsequently continues to use the company's network, and its billed by the local exchange Carrier for such use, or otherwise uses service for which no other Customer is obligated to compensate the Company.

Customer Premises/Customer's Premises

Locations designated by a Customer where service is originated/terminated whether for its own communications needs or for the use of its resale customers.

Customer Provided Equipment

Telecommunications terminal equipment that is located at the Customer's residence or place of business.

Dedicated Access/Special Access

Dedicated Local Access between the Customer's Premises or serving wire center and the Company's Point of Presence for origination and termination of calls.

DS-0

DS-0 means Digital Signaling Level Service and is a 64 Kbps signal.

DS-1

DS-1 means Digital Signal Level 1 Service and is 1.544 Mbps

Due Date

The Due Date is the date on which payment is due.

Equal Access

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

Facilities

The assemblage of buildings, equipment, software, wire, fiber, and other items used to establish telecommunications services.

Individual Case Basis (ICB)

Individual Case Basis (ICB) determinations involve situations where complex Customer specific arrangements are required to satisfactorily serve the Customer. The nature of such service requirements makes it difficult to establish general Price Schedule provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions.

Initial and Additional Period

The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging for time in excess of the Initial Period.

Installation

The connection of a Circuit, Dedicated Access Line, or port for new, changed or an additional service.

Interruption

Interruption shall mean a condition whereby the service or a portion thereof is inoperative, beginning at the time of notice by the Customers to the Company that such service is inoperative and ending at the time of restoration.

Kbps

Kilobits per second.

LATA (Local Access Transport Area)

A geographical area established for the provision and administration of communications service of a Regional Bell Operating System.

Local Access

Local Access means the service between a Customer Premises and a Company designated Point of Presence.

Local Access Provider

Local Access Provider means an entity providing Local Access.

Local Exchange Carrier (LEC)

The local telephone utility that provides local telephone exchange and access service.

Mbps

Megabits per second.

Multiplexing

Multiplexing, or "muxing", is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity or vice versa.

NA

Not Available

N/C

No Charge

Nonrecurring Charges

Nonrecurring Charges are one-time charges.

Operator Assisted Call

A telephone connection complete through the use of the Company's Operator Services

Payment Method

The manner which the Customer designates as the means of billing charges for calls using the Company's service.

Point-of-Presence (POP)

A Company-designated location where a facility is maintained for the purpose of providing access to its service.

Rate Center

A specified geographical location used for determining mileage measurements.

Restore

To make service operative following an interruption by repair, reassignment, rerouting, substitution or component parts, or otherwise, as defined by the carrier(s) involved.

Service

Service means any or all service(s) provided pursuant to this Price Schedule.

Service Commitment Period

The term elected by the Customer and stated on the service order during which the Company will provide the services subscribed to by the Customer.

Serving Wire Center

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

Special Promotional Offerings

Special trial offerings, discounts, or modifications of its regular service offerings which the Company may, from time to time, offer to its customers for a particular service. Such offerings may be limited to certain dates, times and locations.

Switched Access Origination/Termination

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

Third Number Billing

An Operator Assisted Call for which charges are billed not to the originating number but to another telephone number which is neither the originating nor the terminating telephone number.

Travel Card Call

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

United States

The forty-eight states contained within the mainland United States, the District of Columbia, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands.

V & H Coordinates

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

II. RULES AND REGULATIONS

2.1 Undertaking of the Company

Contact Communications services and facilities are furnished for communications originating within the State of South Dakota terms of this Price Schedule. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain service under this Price Schedule, provided that the Company reserves the right to deny service: (A) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment, (B) in circumstances in which the Company has reason to believe that the use of the service would violate the provisions of this Price Schedule or any applicable law or regulation, or if any applicable law or regulation restricts or prohibits provision of this service, or (C) if insufficient facilities are available to provide the service.

2.2 Use of Service

The services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. However, the Customer remains liable for all obligations under this Price Schedule notwithstanding such sharing or resale and regardless of the Company's knowledge of the same. The Company shall have no liability to any person or entity other than the Customer. The Customer shall not use nor permit others to use the service in a manner that could harm the facilities of the Company or others or that is inconsistent with any applicable law or regulation.

2.3 Limitations

- 2.3.1. Service is offered subject to the availability of facilities and the provisions of this Price Schedule. The Company reserves the right to refuse to provide service to or from any location where it has not ordered facilities, installed network interconnections or the necessary facilities and/or equipment are otherwise not available.
- 2.3.2. The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Price Schedule, or in violation of the law.
- 2.3.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.
- 2.3.4. The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic

feasibility of providing service, as determined by Contact Communications.

- 2.3.5 Billing begins on the date that service becomes effective and is provided on the basis of a minimum period of at least one month. For the purpose of computing charges in this Price Schedule, a month is considered to have 30 days. When a service is discontinued prior to the expiration of the minimum period, charges are applicable whether the service is used or not.
- 2.3.6 Service will be provided until canceled by the Customer on not less than thirty (30) days written notice from the date postmarked on the letter giving notice of cancellation.
- 2.3.7 The Service Commitment Period for any service shall be established by the service order relevant thereto and commence at the start of service. Upon the expiration of the Service Commitment Period term, the Service Commitment Period shall automatically be extended unless written notice of termination by either the Company or Customer is received by the other party thirty (30) days prior to the expiration of the Service Commitment Period.
- 2.3.8 Early termination of the Service Commitment Period term will result in a penalty to the Customer in the amount of twenty five per cent (25%) of the amount due under the remainder of the term. This amount is due from the Customer within thirty (30) days after the notice of early termination of service.

2.4 Assignment or Transfer

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

2.5 Liability of the Company

- 2.5.1 Except as stated in this 2.5.2, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or

privileges contemplated in this Price Schedule. This Price Schedule does not limit the liability of the Company for willful misconduct.

- 2.5.2. The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this Price Schedule (calculated on a proportionate basis where appropriate) to the period during which such errors, mistake, omission, interruption or delay occurs. However, any such mistakes, omissions, interruptions, delays, errors or defects in transmission or service which are caused by or contribute to by the negligence or willful act of the Customer, or which arise from the use of the Customer-Provided Facilities or equipment provided by third parties, shall not result in the imposition of any liability whatsoever upon the Company.
- 2.5.3. The Company is not liable for any act, omission or negligence of any other Local Exchange Carrier, Other Common carrier, or other provider whose facilities are used concurrently in furnishing any portion of the services received by the Customer, or for the unavailability of, or any delays in, the furnishing of any service or facilities which are provided by any Local Exchange Carrier.
- 2.5.4. The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to fire, flood, or other catastrophes, Acts of God: atmospheric conditions or other phenomena of nature, such as radiation; any law, regulation, directive, order or request of the United States Government, or any other government including state and local governments having any jurisdiction over the Company or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company.
- 2.5.5. The Company shall not be liable for any act or omission of any other entity furnishing to the customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the fault or negligence of the Customer or due in whole or in part to the failure of Customer-provided equipment or facilities.

2.5.6. The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

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

2.5.7 Under no circumstances whatsoever shall the Company or its officers, directors agents, or employees be liable for indirect, incidental, special or consequential damages.

2.6 Minimum Period

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

2.7 Billing and Payment for Service

2.7.1 Responsibility for Charges

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

2.7.2 Payment for Service

The Customer is responsible for payment of all charges for services furnished to the Customer or its joint or authorized users. This responsibility is not changed due to any use, misuse, or abuse of the

Customer's service or Customer provided equipment by third parties, the Customer's employees, or the public. This includes payment for calls or services that originate at the customer's number(s), are accepted at the Customer's number's (e.g. collect calls), are billed to the Customer number(s) via Third Number Billing if the customer is found to be responsible for such call or service, the use of a Calling Card, or the use of a Company-assigned Special Billing Number, and incurred at the specific request of the Customer.

Customer bills will be mailed or e-mailed each month and are due upon receipt. Any amount left unpaid by the payment date will be past due and may be subject to a Late Payment Fee. If such payment date would cause payment to be due on a Saturday, Sunday or any legal holiday observed in the state, payment for such bills will be due from the customer as follows:

If such payment date falls on a Saturday, Sunday or a Holiday which is observed on a Monday, the payment date shall be the first non-holiday day following such Saturday, Sunday or Holiday. If such payment date falls on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the next non-Holiday day following such Holiday.

2.7.3 Late Payment Fee

Amounts not paid by the payment date of the invoice will be considered past due. Customers may be assessed late fee on past due amounts at the rate of 1.5% of the unpaid balance. If a customer presents an undue risk of nonpayment at any time, the Company may require that Customer to pay bills within a specified number of days and to make such payments in cash or of the equivalent of cash.

2.7.4 Return Check Charge

The Company reserves the right to assess a return check charge of \$15.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.

2.7.5 Other

Disputes with respect to charges must be presented to the Company within 30 days from the date the invoice is rendered or such invoice will be deemed to be correct and binding on the Customer.

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

2.8 Deposits

The Company reserves the right to examine the credit record of Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to post a security deposit in the amount not greater than three (3) months of the service requested. The Company may apply this deposit against overdue charges. The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation. The unused portion of the security deposit, without interest, will be returned to Customer thirty (30) days after termination of service.

2.9 Taxes and Fees

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

2.10 Interconnection

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

2.10.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this Price Schedule and the other common carrier's Price Schedules.

2.11 Inspection, Testing and Adjustment

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

2.12 Credit Allowances for Interruption of Service

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

It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.

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

Credit Formula:

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

A = outage time in days

B = total monthly charge for affected service.

2.13 Cancellation by the Customer

The Customer may have service discontinued upon notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the customer.

2.14 Discontinuance of Service

- 2.14.1 Upon nonpayment of any sum that is more than 30 days overdue to the Company, or any violation of any provisions governing the furnishing of service under this Price Schedule, the Company may, upon written notification to the Customer, without incurring any liability, immediately discontinue the furnishing of such service. Customer shall be deemed to have cancelled service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Price Schedule.
- 2.14.2 The Company reserves the right to discontinue furnishing services or billing options upon written notice, when necessitated by conditions beyond its reasonable control.
- 2.14.3 Service may be discontinued by the Company, without notice to the Customer, by blocking traffic to or from certain cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes such as Calling Card codes, when the Company deems it necessary to take such action to prevent unlawful use of the service. The Company will restore service as soon as it can be provided without undue risk.
- 2.14.4 Without incurring any liability, the Company may discontinue the furnishing of service(s) to a Customer immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services.
- 2.14.5 The discontinuance of service by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.
- 2.14.6 The Customer whose check or draft is returned unpaid for any reason, after one attempt at collection, shall be subject to discontinuation of service in the same manner as provided for nonpayment of overdue charges.
- 2.14.7 The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.
- 2.14.8 Except as otherwise provided in the Price Schedule, or as specified in writing by the party entitled to receive service, notice may be given

orally or in writing to the persons whose names and business addresses appear on the executed service order.

2.15 Restoration of Service

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

2.16 Use of Recording Devices

Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of the applicable State and Federal law.

2.17 Special Customer Arrangements

For special equipment and arrangements furnished due to Customer request for such in connection with the provision of service, charges equivalent to the actual cost of furnishing such requested equipment or arrangements apply. Actual cost consists of an estimate of the cost of maintenance; cost of operation; depreciation based on the estimated useful life of the facilities with an appropriate allowance for estimated net salvage; administration, taxes and uncollectible revenue on the basis or reasonable average charges for these items; any other specific items of expense associated with the particular situation; and a reasonable amount, computed on the estimated cost installed of any facilities provided for return contingencies.

Actual cost installed as mentioned above includes cost of equipment and materials specifically provided or used plus the estimated cost of installing, including engineering, labor supervision, transportation, rights of way and other items which are chargeable to the capital accounts.

2.18 Other Terms and Conditions

2.18.1 The provision of service will not create a partnership or joint venture between the Company or the Customer nor result in joint service offerings to their respective Customers.

2.18.2 A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment,

promotion, or publication of the Customer without prior written approval of the Company.

2.15.3 If an entity other than the Company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a service, that entity's charges may, at the Company's option, be passed through to the Customer.

2.15.4 In the event suit is brought or an attorney is retained by the Company to enforce the terms of this Price Schedule, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney's fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

2.15.5 The failure to give notice or default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or condition herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all times in full force and effect until modified in writing.

III. SERVICE OFFERINGS

3.1 General

The rates identified for the service offerings in this Price Schedule include per minute prices only. Standard and term plan volume discounts are not included. Service offerings in their entirety can be viewed by Customer at Company headquarters during regular business hours, Monday through Friday 8:00AM through 5:00 PM, M.S.T.

3.2 Description of Service Offerings

The Company offers a range of local exchange services, including two way voice communications, but excluding traditional single line telephone service.

The Company will provide advanced data services including ICD (Internet call diversion) and DSL (digital subscriber line) on a wholesale basis to Internet and other retail service providers. However, these services are not covered under this Price Schedule.

3.3 Timing of Calls

Billing for calls placed over the Contact Communications network is based in part on the duration of the call as follows, unless otherwise specified in this Price Schedule.

- 3.3.1 Call timing begins when the called party answers the call (i.e., when two-way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.3.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.3.3 For billing purposes, minimum call duration periods vary by service and are specified by product as appropriate.

3.4 Promotions

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

IV. BASIC SERVICE RATES

- Primary Interexchange Carrier (PIC) charge \$ _____
- Per Minute Charge Intra-State/Intra-LATA \$ _____
- Per Minute Charge Intra-State/Inter-LATA \$ _____

V. SERVICE FEES RATE SCHEDULE

- *Connection \$ _____
- *Restoration/Reconnection \$ _____
- Return Unpaid Check \$ 15.00 per check
- *May be Waived for Promotional Offerings

VI. DIRECTORY ASSISTANCE SERVICE

Directory Assistance is available to Customers of Contact Communications. Charges apply to each call to the Directory Assistance Bureau.

Directory Assistance: Directory Assistance is provided via _____ by contract.

VII. CREDIT CARD SERVICE

Surcharge: \$ _____ per call

The surcharge is in addition to the per minute charge from the Basic Service Rate schedule.

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of October 25, 2001 through October 31, 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:
605-773-3809

CONSUMER COMPLAINTS

CT01-048 In the Matter of the Complaint filed by Gary and Rita Stewart, Sioux Falls, South Dakota, against Sprint Communications Company L.P. Regarding Unauthorized Switching of Services.

Complainants state that their long distance service was switched without their authorization. Complainants request that they be awarded \$1,000.00 for the unauthorized switch as allowed under South Dakota law. They also request compensation for the switching fees and payment for any and all expenses incurred to attend a hearing on this matter.

Staff Analyst: Mary Healy
Staff Attorney: Karen Cremer
Date Docketed: 10/30/01
Intervention Deadline: N/A

TELECOMMUNICATIONS

~~TC01-164~~ In the Matter of the Application of Contact Communications, Inc. for a Certificate of Authority to Provide Local Exchange Services in South Dakota.

On October 25, 2001, Contact Communications, Inc. filed an application seeking a Certificate of Authority to provide basic local exchange telecommunication services at locations in South Dakota served by Qwest. The applicant proposes to provide digital subscriber line (DSL) service to customers on a retail basis. The applicant also intends to act as a wholesaler of service to ISPs through individual contracts.

Staff Analyst: Heather Forney
Staff Attorney: Kelly Frazier
Date Docketed: 10/25/01
Intervention Deadline: 11/16/01

TC01-165 In the Matter of the Analysis into Qwest Corporation's Compliance with Section 271(c) of the Telecommunications Act of 1996.

On October 25, 2001, Qwest Corporation filed with the Commission a Petition For Commission Recommendation That The Federal Communications Commission Grant Qwest Corporation Entry Into The In-Region InterLATA Market Under Section 271 Of The Telecommunications Act Of 1996. Specifically, Qwest Corporation requests that this Commission find, based upon the record presented, that Qwest Corporation has met the competitive checklist and other requirements of 47 U.S.C. Section 271, which prescribe the mechanism by which Qwest Corporation may be found eligible to provide in-region interLATA services and rely upon that finding to provide a favorable recommendation to the Federal Communications Commission. In support of its petition, Qwest Corporation submitted 25 affidavits, a revised Statement of Generally Available Terms, and 7 Reports submitted in the Seven-State Process.

Staff Analyst: Harlan Best
Staff Attorney: Karen Cremer
Date Docketed: 10/25/01



937 W Main St.
Riverton, WY 82501
Phone: (307) 856-0980
Fax: (307) 856-1499
<http://www.contactscom.net>

Thursday, November 1, 2001

RECEIVED

NOV 13 2001

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Public Utilities Commission
Capitol Building, 1st Floor
500 East Capitol Avenue
Pierre, South Dakota 57501

RE: Notice of Filing

Dear Filing Clerk:

Please find enclosed the original and ten copies of the Notice of Filing. I have also enclosed an extra copy of the Notice to be file stamped and returned to our office in the envelope provided.

Thank you for your assistance.

Sincerely,

CONTACT COMMUNICATIONS, INC.

By:

A handwritten signature in black ink, appearing to read "S. Mossbrook", written over a horizontal line.

Steven A. Mossbrook

SAB
Enclosure

BEFORE THE SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION)
OF CONTACT COMMUNICATIONS, INC.)
FOR APPROVAL OF A CERTIFICATE OF)
AUTHORITY TO PROVIDE LOCAL)
EXCHANGE SERVICE IN SOUTH)
DAKOTA)

Docket No. TC 01-164

RECEIVED

NOV 1 2001

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

NOTICE OF FILING

CONTACT COMMUNICATIONS, INC. has submitted to the South Dakota Public Utilities Commission an application for a Certificate of Authority to provide local exchange service. This application is on file with the South Dakota Public Utilities Commission and copies may also be inspected, during normal business hours, at the following location: 937 West Main, Riverton, Wyoming.

Dated this 1st day of November, 2001.

CONTACT COMMUNICATIONS, INC.

By:

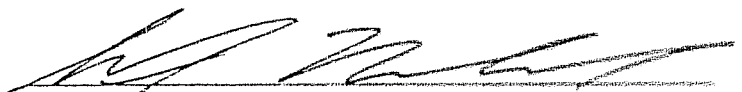


Steven A. Mossbrook, President

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 1st day of November, 2001, a true and correct copy of the foregoing instrument was mailed in a sealed envelope with postage prepaid to the following:

See Attached List



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

@link Networks, Inc.
Mary Jo Grant, Regulatory Compliance
Administrator
20825 Swenson Drive, Suite 150
Waukesha, WI 53186

Adelphia Business Solutions Operations, Inc.
Terry Romine, Director
of Legal and Regulatory Affairs
One North Main Street
Coudersport, PA 16915

Advanced TelCom, Inc.
Clifford G. Rudolph, CEO
110 Stony Point Road, Second Floor
Santa Rosa, CA 95401

AT&T Communications of the Midwest, Inc.
Sandra L. Hofstetter
10 River Park Plaza, 4th Floor
St. Paul, MN 55107

Atlas Communications, Ltd.
John Fudesco, President
482 Norristown Road
Blue Bell, PA 19422

Avera Communication, LLC
Don Bierle, Esq.
P. O. Box 38
Yankton, SD 57078

Black Hills FiberCom, LLC
John K. Nooney
P. O. Box 2115
Rapid City, SD 57709

CommChoice, LLC
Jill Thornton
801 River Drive, Suite 150
North Sioux City, SD 57049

Comm South Companies, Inc.
Rick Brown
2909 N. Buckner Boulevard, Suite 800
Dallas, TX 75228

Concert Communications Sales LLC
Elaine McHale, Vice President
AT&T
295 N. Maple Avenue, Room 3160A2
Basking Ridge, NJ 07920

DIECA Communications, Inc.
d/b/a Covad Communications Company
Dhruv Khanna, VP & General Counsel
2330 Central Expressway
Santa Clara, CA 95050

DSLnet Communications, LLC
Alan Bolduc, Vice President
545 Long Wharf Drive, Fifth Floor
New Haven, CT 06511

Easton Telecom Services, Inc.
Robert Mocas, President
3046 Brecksville Road
Richfield, OH 44286

eMeritus Communications, Inc.
Jerry G. Kirby, Tariff Manager
8750 North Central Expressway, Suite 2000
Dallas, TX 75231

Essex Communications, Inc.
d/b/a eLEC Communications
Patrick Freeman, Vice Present, Wholesale Services
543 Main Street
New Rochelle, NY 10801

Excell Telecommunications, Inc.
Joel Ballew, Director of Regulatory Affairs
8750 North Central Expressway
Dallas, TX 75231

FairPoint Communications Solutions Corp.
Michael Kent, Sr. Manager of Regulatory Affairs
6324 Fairview Road, 4th Floor
Charlotte, NC 28210

FiberComm, L.C.
Dennis L. Carlson, CEO
P. O. Box 603
LeMars, IA 51031-0603

GLD, Group Long Distance, Inc.
Sam Hitner, Secretary
400 E. Atlantic Blvd.
Pompano Beach, FL 33060-6200

Global TeleLink Services, Inc. d/b/a
South Dakota GTS
Tom McLean
1455 Old Alabama Road, Suite 100
Roswell, GA 30076

HickoryTech Long Distance
Bill VanderSluis, Director of Regulatory Affairs
221 East Hickory Street
Mankato, MN 56001

HJN Telecom, Inc.
3235 Satellite Boulevard, Building 400, Suite 300
Duluth, GA 30096

Lance J.M. Steinhart, Esq.
6455 East Johns Crossing, Suite 285
Duluth, GA 60097

Integra Telecom of South Dakota, Inc.
Sara Ghyselinck, Industry & Regulatory Affairs Manager
1200 Minnesota Center
7760 France Avenue South
Minneapolis, MN 55435

Ionex Communications North, Inc.
Kenneth J. Meister, CFO
5710 LBJ Freeway, Suite 215
Dallas, TX 75240

IPVoice Communications, Inc.
Julie Bahavar, Controller
7585 E. Redfield Road, Suite 202
Scottsdale, AZ 85260-6938

JATO Operating Two Corp.
Andrew R. Newell, Esq.
Staff Attorney - Carrier Relations
999 18th Street, Suite 2600
Denver, CO 80202-2489

KMC Data, LLC
Michael Duke, Director-Government Affairs
KMC Telecom Holdings, Inc.
1755 North Brown Road
Lawrenceville, GA 30043

KMC Telecom V, Inc.
Tricia Breckenridge, Vice President
Business Development
1755 North Brown Road
Lawrenceville, GA 30043

LCI International Telecom Corp.
d/b/a Qwest Communications Services
Carol P. Kuhnnow, Manager
8180 Greensboro Drive, Suite 800
McLean, VA 22102

Level 3 Communications, LLC
William P. Hunt III, Regulatory Counsel
1450 Infinite Drive
Louisville, CO 80027

Maxcess, Inc.
Daniel H. Webb, Chief Technology Officer
100 W. Lucerne Plaza, Suite 550
Orlando, FL 32801

MCImetro Access Transmission Services, Inc.
Ranee Klindworth, Tariff Administrator
8521 Leesburg Pike
Vienna, VA 22182

MCI WorldCom Communications, Inc.
Leigh Ann Cox, Mgr. Regulatory Analysis
500 Clinton Center Drive
Clinton, MS 39056-5630

McLeodUSA Telecom Development, Inc.
William Heaston, Esq.
5100 S. McLeod Lane
Sioux Falls, SD 57108

McLeodUSA Telecommunications Services, Inc.
William Heaston, Esq.
5100 S. McLeod Lane
Sioux Falls, SD 57108

Metromedia Fiber Network Services, Inc.
Stephen A. Garofalo, Chairman & CEO
360 Hamilton Avenue
White Plains, NY 10601

Midcontinent Communications, Inc.
W. Tom Simmons
5001 West 41st Street
Sioux Falls, SD 57104-1424

Midstate Telecom, Inc.
Mark D. Benton
120 East 1st Street
Kimball, SD 57355

MVX.COM Communications, Inc.
d/b/a Quantum Shift, Inc.
Edward A. Brinskele, President
100 Rowland Way, Suite 145
Novato, CA 94945

New Access Communications, LLC
Steven C. Clay, President
120 South 6th Street, Suite 950
Minneapolis, MN 55402

New Edge Network, Inc.
d/b/a New Edge Networks
Stacey Waddell
3000 Columbia House Blvd., Suite 106
Vancouver, WA 98661

NewPath Holdings, Inc.
Mick Herke, Executive Vice President
11260 Aurora Avenue
Des Moines, IA 50322

Northern Valley Communications, LLC
Doug Eidahl, CEO
P. O. Box 320
Groton, SD 57445

NOS Communications, Inc.
Glenn Stockton, Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

NTERA, Inc.
Engin Yesil, President
1020 N.W. 163rd Drive
Miami, FL 33169

PAM Oil, Inc.
d/b/a PAM Communications
Scott Scofield, CEO
P. O. Box 5200
Sioux Falls, SD 57117-5200

Pathnet, Inc.
Richard A. Jalkut, President & CEO
11720 Sunrise Valley Drive
Reston, VA 20141-1413

Premier Communications Group
Geoffrey May, President
10000 E. Geddes Avenue, Suite 100
Englewood, CO 80112

Premiere Network Services, Inc.
Leo A. Wrobel, President & CEO
1510 N. Hampton Road, Suite 120
DeSoto, TX 75115

Quintelco, Inc.
Claudia Newman-Hirsch, Executive VP
1 Blue Hill Plaza, Suite 1430
Pearl River, NY 10965

ServiSense.Com, Inc.
Christopher McKeown, President/CEO
180 Wells Avenue, Suite 450
Newton, MA 02459-3302

Sprint Communications Company L.P.
Donald Low
8140 Ward Parkway
Kansas City, MO 64114

1-800-Reconex, Inc.
Todd M. Meislahn, President
2500 Industrial Avenue
Hubbard, OR 97032

Talk America, Inc.
Daniel Borislow, CEO
6805 Route 202
New Hope, PA 18938

TeleCents Communications, Inc.
Jeffrey P. Lauzon, President
8615 Richardson Road, Suite 200
Walled Lake, MI 48390

Telera Communications, Inc.
Jerry Davis
910 East Hamilton Avenue, Suite 200
Campbell, CA 95008

Telergy Network Services, Inc.
Brian P. Kelly, President
One Telergy Parkway
East Syracuse, NY 13057

Telicor, Inc.
Kerri Bumgardner, VP Customer Network Operations
100 West Harrison, Suite S200
Seattle, WA 98119-4191

360Networks (USA) Inc.
David Love, Senior Vice President
12101 Airport Way
Broomfield, CO 80021

Western CLEC Corporation
d/b/a Business Services by Cellular One
Gene DeJordy, Esq.
Director-Regulatory Affairs
2001 NW Sammamish Road
Issaquah, WA 98027

Christopher Johnson
Manager, Regulatory Affairs
Western Wireless Corporation
2001 NW Sammamish Road, Suite 100
Issaquah, WA 98027

Williams & Company Communications, Inc.
Harlan E. Crouch, President
P. O. Box 9400
Sioux City, IA 51102-9400

Z-Tel Communications, Inc.
Timothy Seat, Vice President Regulatory Affairs
601 South Harbour Island Boulevard, Suite 220
Tampa, FL 33602

Sprint Payphone Services, Inc.
Donald Low
8140 Ward Parkway- 5E
Kansas City, MO 64114

Arrival Communications, Inc.
Mike Mulkey, Sr. Vice President -
Policy and Carrier Management
5100 California Avenue, Suite 104
Bakersfield, CA 93309

CCCSD, Inc.
d/b/a Connect!
Carole Hamon, Supervisor - Regulatory Affairs
124 W. Capitol Avenue, Suite 250
Little Rock, AR 72201

Dakota Telecommunications Systems, Inc.
William Heaston, Esq.
5100 S. McLeod Lane
Sioux Falls, SD 57108

F.D.S.D. Rapid City, Inc.
Darrel K. Wangen, President
8410 Kings Road
Rapid City, SD 57702-7757

LDM Systems, Inc.
Stephen Steiner, Treasurer
254 S. Main Street
New York City, NY 10956

Long Distance Direct Holdings, Inc.
Steven Lampert, President
1 Blue Hill Plaza, Suite 1430
Pearl River, NY 10965

Midco Communications
d/b/a Midcontinent Communications, Inc.
Tim Simmons, Vice President
410 S. Phillips Avenue
Sioux Falls, SD 57104-6824

Sioux Falls Cable Television
Rod Carlson
3507 South Duluth Avenue
Sioux Falls, SD 57105-6452

Telegy Network Services, Inc.
Brian P. Kelly, President
One Telegy Parkway
East Syracuse, NY 13057



December 21, 2001

RECEIVED

JAN 02 2002

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

South Dakota Public Utilities Commission
Capitol Building, 1st floor
100 East Capitol Avenue
Pierre, SD 57501-3070

Re Supplement to Application of Contact Communications, Inc.

Dear Sir or Madam:

Enclosed, please find an original supplemental Application of Contact Communications along with three copies and the original and three copies of the amended tariff pages.

Please return a file stamped copy in the enclosed self addressed, stamped envelope to:

Judy Johnson
Contact Communications
937 West Main Street
Riverton, WY 82501.

Thank you for your attention to this matter and if you have any questions please call at the number listed below.

Sincerely,

A handwritten signature in cursive script that reads "Judy Johnson".

Judy Johnson
Administrative Assistant

Enclosures

Phone (307) 836-0980
FAX (307) 836-1499

937 West Main Street
Riverton, WY 82501

judy@contactcom.net
www.contactcom.net

BEFORE THE SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION)
OF CONTACT COMMUNICATIONS, INC.)
FOR APPROVAL OF A CERTIFICATE OF)
AUTHORITY TO PROVIDE LOCAL)
EXCHANGE SERVICE IN SOUTH)
DAKOTA)

Docket No. TC 01-164

RECEIVED

JAN 02 2002

SOUTH DAKOTA PUB
UTILITIES COMMISS

**SUPPLEMENT TO APPLICATION OF CONTACT
COMMUNICATIONS, INC.**

COMES NOW Contact Communications, Inc. and supplements its Application of Contact communications, Inc. for Approval of a Certificate of Authority with the following:

1. The Applicant's e-mail address is Steve@contactcom.net
2. The Applicant will provide service under the name of Contact Communications.
3. Contact maintains a fully staffed customer service center which opens at 8 a.m. MST Monday through Friday, and 9:30 a.m. MST Saturday and Sunday. A toll free number allows customers free access to the center. Contact's customer service personnel are available for customer calls until 10 p.m., seven days a week. It is Contact's policy to respond to complaints and repair calls on a priority based upon the severity of the situation. In all cases, the customer has direct contact with a live person who is empowered to resolve some issues immediately. All complaints are brought to the attention of the appropriate management personnel. Repair situations are referred to the Network Operations Center immediately. The Center's skilled and highly trained personnel are available to identify and repair trouble conditions twenty-four hours a day, seven days a week, twelve months a year. Contact's

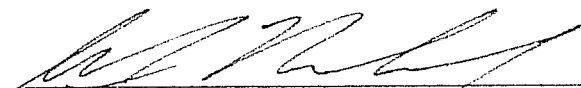
policies and personnel will ensure compliance with all commission quality of service requirements.

4. Applicant requests a waiver pursuant to ARSD 20:10:32:03(22) of the requirement that it provide a cash flow statement. No such statement is currently available.
5. Applicant will not engage in multilevel marketing.

Dated this 21ST day of DECEMBER, 2001.

CONTACT COMMUNICATIONS, INC.

By:



Steven A. Mossbrook, President

privileges contemplated in this Price Schedule. This Price Schedule does not limit the liability of the Company for willful misconduct.

- 2.5.2. The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, or changing the service or facilities or equipment shall be determined in accordance with SDCL 49-13-1, 49-13-1.1, and any other applicable law. However, any such mistakes, omissions, interruptions, delays, errors or defects in transmission or service which are caused by or contributed to by the negligence or willful act of the Customer, or which arise from the use of the Customer-Provided Facilities or equipment provided by third parties, shall not result in the imposition of any liability whatsoever upon the Company.
- 2.5.3. The Company is not liable for any act, omission or negligence of any other Local Exchange Carrier, Other Common carrier, or other provider whose facilities are used concurrently in furnishing any portion of the services received by the Customer, or for the unavailability of, or any delays in, the furnishing of any service or facilities which are provided by any Local Exchange Carrier.
- 2.5.4. The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to fire, flood, or other catastrophes, Acts of God: atmospheric conditions or other phenomena of nature, such as radiation; any law, regulation, directive, order or request of the United States Government, or any other government including state and local governments having any jurisdiction over the Company or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company.
- 2.5.5. The Company shall not be liable for any act or omission of any other entity furnishing to the customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the fault or negligence of the Customer or due in whole or in part to the failure of Customer-provided equipment or facilities.
- 2.5.6. The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

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

2.5.7 Reserved for future use.

2.6 Minimum Period

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

2.7 Billing and Payment for Service

2.7.1 Responsibility for Charges

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

2.7.2 Payment for Service

The Customer is responsible for payment of all charges for services furnished to the Customer or its joint or authorized users. This responsibility is not changed due to any use, misuse, or abuse of the

Customer's service or Customer provided equipment by third parties, the Customer's employees, or the public. This includes payment for calls or services that originate at the customer's number(s), are accepted at the Customer's number's (e.g. collect calls), are billed to the Customer number(s) via Third Number Billing if the customer is found to be responsible for such call or service, the use of a Calling Card, or the use of a Company-assigned Special Billing Number, and incurred at the specific request of the Customer.

Customer bills will be mailed or e-mailed each month and are due upon receipt. Any amount left unpaid by the payment date will be past due and may be subject to a Late Payment Fee. If such payment date would cause payment to be due on a Saturday, Sunday or any legal holiday observed in the state, payment for such bills will be due from the customer as follows:

If such payment date falls on a Saturday, Sunday or a Holiday which is observed on a Monday, the payment date shall be the first non-holiday day following such Saturday, Sunday or Holiday. If such payment date falls on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the next non-Holiday day following such Holiday.

2.7.3 Late Payment Fee

Amounts not paid by the payment date of the invoice will be considered past due. Customers may be assessed late fee on past due amounts at the rate of 1.5% of the unpaid balance. If a customer presents an undue risk of nonpayment at any time, the Company may require that Customer to pay bills within a specified number of days and to make such payments in cash or of the equivalent of cash.

2.7.4 Return Check Charge

The Company reserves the right to assess a return check charge of \$15.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.

2.7.5 Other

Disputes with respect to charges must be presented to the Company within 180 days from the date the invoice is rendered or such invoice will be deemed to be correct and binding on the Customer. Disputes may also be directed to the South Dakota Public Utilities Commission at

500 East Capitol Building, Pierre, South Dakota 57501 or 1-800-332-1782.

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

2.8 Deposits

The Company reserves the right to examine the credit record of Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to post a security deposit in the amount not greater than three (3) months of the service requested. The Company may apply this deposit against overdue charges. The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation. The unused portion of the security deposit, without interest, will be returned to Customer thirty (30) days after termination of service.

2.9 Taxes and Fees

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

2.10 Interconnection

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

2.10.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this Price Schedule and the other common carrier's Price Schedules.

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

IN THE MATTER OF THE APPLICATION OF)	ORDER GRANTING
CONTACT COMMUNICATIONS, INC. FOR A)	CERTIFICATE OF
CERTIFICATE OF AUTHORITY TO PROVIDE)	AUTHORITY
LOCAL EXCHANGE SERVICES IN SOUTH)	
DAKOTA)	TC01-164

On October 25, 2001, the Public Utilities Commission (Commission) received an application for a certificate of authority from Contact Communications, Inc. (Contact). On January 2, 2002, the Commission received a supplement to application from Contact

Contact proposes to offer digital subscriber line (DSL) service to customers on a retail basis. Contact also intends to act as a wholesaler of service to ISPs through individual contracts. A proposed tariff was filed by Contact.

On November 1, 2001, the Commission electronically transmitted notice of the filing and the intervention deadline of November 16, 2001, to interested individuals and entities. No petitions to intervene or comments were filed and at its regularly scheduled February 26, 2002, meeting, the Commission considered Contact's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to Contact providing non-voice switched local service only, subject to the condition that Contact not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission, and subject to rural safeguards. Commission Staff further recommended a waiver of ARSD 20:10:32:03(10) and (11a).

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 Contact has met the legal requirements established for the granting of a certificate of authority. Contact 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 subparagraphs (10) and (11a) of ARSD 20:10:32:03.

The Commission approves Contact's application for a certificate of authority, subject to Contact providing non-voice switched local service only, subject to the condition that Contact not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission, and subject to rural safeguards. The certificate of authority for Contact 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 Contact choose to provide local exchange services statewide, with respect to rural telephone companies, Contact 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 Contact's application for a certificate of authority to provide local exchange services is granted, subject to Contact providing non-voice switched local service only, and subject to the condition that Contact not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission; and it is

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

FURTHER ORDERED, that the Commission shall authorize Contact 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 subparagraphs (10) and (11a) of ARSD 20:10:32:03.

Dated at Pierre, South Dakota, this 6th day of March, 2002.

CERTIFICATE OF SERVICE	
The undersigned hereby certifies that this document has been served today upon all parties of record in the docket, as listed on the docket sheets, by facsimile or by first class mail, in separate addressed envelopes, with charges prepaid.	
Signed by	<u>Helaine Kalbs</u>
Date	<u>3/7/02</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Robert K. Sahr
ROBERT K. SAHR, 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. TC01-164

This is to certify that

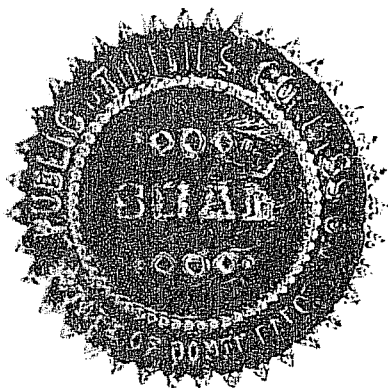
CONTACT COMMUNICATIONS, INC.

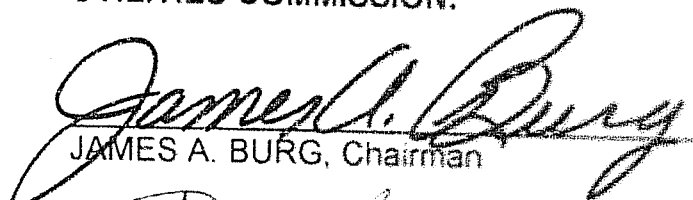
is authorized to provide local exchange services in nonrural areas in South Dakota, subject to the condition that it not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission.

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 6th day of March, 2002.

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**




JAMES A. BURG, Chairman


PAM NELSON, Commissioner


ROBERT K. SAHR, Commissioner