

KY/mf

DOCKET NO. _____

In the Matter of _____ IN THE MATTER OF THE
_____ APPLICATION OF DOGSTAR
_____ TELEPHONE CO. FOR A CERTIFICATE
_____ OF AUTHORITY TO PROVIDE LOCAL
_____ EXCHANGE SERVICES IN SOUTH
_____ DAKOTA _____

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
4/30 03	Filed and Rocketed;
5/1 03	Weekly Filings;
5/27 03	Amended Petition for a Certificate of Authority;
8/18 03	Amended Petition for a Certificate of Authority;
8/29 03	Surety Bond;
9/23 03	Order Granting COA;
9/23 03	Rocket Closed

TC03-079

DOGSTAR TELEPHONE CO.

4795 Miller Creek Road
Missoula, MT 59803

April 25, 2003

Public Utilities Commission
State Capitol
500 East Capitol Ave.
Pierre, SD 57501

Re: Dogstar Telephone Co.

To whom it may concern,

Enclosed is our Petition for a Certificate of Authority to Operate as a Reseller of Local Exchange Telecommunications Services. If you have any questions, you may call me at 406-251-3975.

Yours truly,

Victoria Gordon

Victoria Gordon
President, Dogstar Telephone Co.

RECEIVED

APR 30 2003

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

STATE OF SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION

In the Matter of the Petition of)
Dogstar Telephone Co.)
for a Certificate of Authority to Operate)
as a Reseller of Local Exchange)
Telecommunications Services)

Docket No. _____

RECEIVED

APR 30 2003

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

**PETITION FOR A
CERTIFICATE OF AUTHORITY**

Pursuant to South Dakota's Telecommunications Service Rule 20:10:32:03, in support of the Petition of Dogstar Telephone Co. (hereinafter "Dogstar") for the issuance of a Certificate of Authority to provide resold local exchange telephone services in the State of South Dakota, the following information is provided:

- 1. Applicant's Name, Address, Telephone Number, Facsimile Number, E-mail Address, and whether the Applicant is a Sole Proprietorship, Partnership, Corporation, Limited Liability Corporation, or Limited Liability Partnership.**

Victoria Gordon
4795 Miller Creek Road
Missoula, MT 59803
406-251-2498
406-728-3970
Copperfelt@aol.com
Corporation

- 2. If a Corporation, a Listing of the Full Name and Business Address of Each Corporate Officer and Director**

Victoria Gordon, President and Director
4795 Miller Creek Road
Missoula, MT 59803

- 3. The Name Under Which Applicant will Provide Local Exchange Services if different in Subdivision 1 of this Section:**

Dogstar Telephone Co.

4a. The Location of its Principal Office, if any, in this State and the Name and Address of its Current Registered Agent

Dogstar's Registered Agent in South Dakota is:

Marilyn Person
819 West Third Street
Pierre, SD 57501

4b. A list of shareholders owning twenty percent or more of the interest in the business.

Victoria Gordon (see address above)

4c. The State in which the Applicant is Incorporated, the Date of Incorporation, and a Copy of Its Certificate of Incorporation.

Dogstar was incorporated in the State of Montana, October 18, 2002. The Certificate of Incorporation is attached as Exhibit A.

4d. If an Out-of-State Corporation, a Copy of its Certificate of Authority to Transact Business in South Dakota from the Secretary of State.

The Certificate of Authority is attached as Exhibit B.

5. A Description of Applicant's Experience Providing any Telecommunications Services in South Dakota or in Other Jurisdictions, including the Types of Services Provided, and the Dates and Nature of State or Federal Authorization to Provide the Services.

Victoria Gordon, President of Dogstar, worked for Grizzly Telephone, a Montana Corporation and a reseller of local telephone service in Montana, Idaho, and Washington for 1-1/2 years. During this time, Ms. Gordon marketed telephone service and managed local interconnection services for customers, including sales, hookup, billing and other service obligations. Also helped counsel special-needs clients with Link-up and Lifeline Services.

6. Names and Addresses of Applicant's Affiliates, Subsidiaries, and Parent Organizations, if any:

None.

7. A List and Specific Description of the Types of Services the Applicant Seeks to Offer and the Means by Which the Services will be provided including:

7a. Information indicating the Classes of Customers the Applicant Intends to Serve.

Dogstar intends to provide local exchange telecommunications services indiscriminately to both residential and business class customers throughout the State of South Dakota. Dogstar does not intend to offer services in the rural areas

7b. Information Indicating the Extent to and Time-Frame by which Applicant Will Provide Service through the Use of its Own Facilities, the Purchase of Unbundled Network Elements, or Resale;

Dogstar plans to begin reselling local telephone service immediately upon receipt of Certificate of Authority from South Dakota.

7c. A Description of all Facilities that the Applicant will Utilize to Furnish the Proposed Local Exchange Services, including any Facilities of Underlying Carriers; and

As a reseller, Dogstar will use the facilities of the underlying carrier, in this case Qwest.

Applicant will resell the local exchange telecommunications services of facilities-based carriers offering business and residential class services throughout the State of South Dakota.

Dogstar will offer services to its subscribers through the resale of other carriers' facilities and network elements.

All facilities to be used in connection with the provisioning of the proposed services are those of the State's ILECs and, as such, are already constructed and in operation in accordance with any necessary federal and state authorizations.

Dogstar will, through interconnection with other carriers, offer 911 and enhanced 911 emergency service, directory assistance and operator-assisted dialing, and other miscellaneous services currently provided by existing local exchange carriers.

Dogstar's services will be available on a full-time basis, 24 hours a day, seven days a week. Customer service support will be available during regular business hours (9:00 am to 5:00 pm, Monday through Friday).

The quality of service that Dogstar's local exchange customers will receive will be at least equivalent to that provided by the State's ILECs. Dogstar's services will satisfy the minimum standards established by the SDPUC. Dogstar will file and maintain its tariff in the same manner and form as required of ILECs with which Dogstar seeks to compete.

7d. Information Identifying the Types of Services it Seeks Authority to Provide by Reference to the General Nature of the Service.

Dogstar plans to offer local exchange telecommunications services indiscriminately to business and residential customers located in the State of South Dakota, excepting customers in rural areas. Exchange services include, but will not be limited to, the following:

1. A basic local exchange service option for residential customers;
2. Lifeline services
3. Emergency or 911 service

Dogstar asserts that the local exchange services that it proposes to offer will satisfy the minimum standards established by the SDPUC. Dogstar agrees to meet the minimum basic local services standards, including quality of service and billing standards, as the SDPUC requires of CLECs with which Dogstar seeks to compete.

8. A Service Area Map or Narrative Description indicating with Particularity the Geographic Area Proposed to be Served by the Applicant.

Dogstar intends to provide resold local exchange telecommunications services throughout the entire State of South Dakota. Dogstar initially intends to provide local exchange telecommunications services from, to and between all exchanges in the State of South Dakota served by South Dakota's ILECs to the extent permitted by federal and state law, and by the SDPUC's rules. In connection with the approval of their current operating authority in the State of South Dakota, to the extent that the ILECs have submitted to the SDPUC maps which illustrate in detail the exact geographical area served by each ILEC, the Applicant refers the SDPUC to said maps. In as much as Dogstar intend to provide telecommunications services in all parts of the State, to the extent authorized by law, and that maps detailing the provision of telecommunications service in South Dakota are already on file with SDPUC, Dogstar respectfully requests that the SDPUC not require the Applicant to submit the same of similar maps.

9. Information Regarding the Technical Competence of the Applicant to Provide its Proposed Local Exchange Services including:

9a. A Description of the Education and Experience of the Applicant's Management Personnel who will Oversee the Proposed Local Exchange Services

As Dogstar's president will act as manager, chief operating officer and director, a current resume is attached hereto as Exhibit C.

9b. Information Regarding Policies, Personnel or Arrangements Made by the Applicant which Demonstrates the Applicant's Ability to Respond to Customer Complaints and Inquiries Promptly and to Perform Facility and Equipment Maintenance Necessary to Ensure Compliance with any Commission Quality of Service Requirements.

Dogstar understands the importance of effective customer service for local exchange consumers. Dogstar has made arrangements for its customers to call the Company at its toll-free service number. In addition, customers may contact the Company in writing at the headquarters address listed below. The toll-free number will be printed on the customers' monthly billing statements. Dogstar services will be available during regular business hours (9 a.m. to 5 p.m., Monday-Friday).

Customer complaints can be addressed to:

Dogstar Telephone Co.
4795 Miller Creek Road
Missoula, MT 59803

Customer Service support will be available during regular business hours (9 am. to 5 p.m., Monday-Friday) by calling 406-251-2498

Dogstar will not discriminate between business and residential customers when service is requested and/or provided.

Subscribers may contact Dogstar Customer Service by calling the Company at its toll-free customer service number.

10. Information explaining how the Applicant will Provide Customers with Access to Emergency Services such as 911 or Enhanced 911, Operator Services, Interexchange Services, Directory Assistance, and Telecommunications Relay Services.

Dogstar will, through interconnection with other carriers, offer 911 and enhanced 911 emergency service, directory assistance and operator-assisted dialing. Dogstar will provide this service on a prepaid basis while blocking any calls which would result in toll charges to the customer. This allows the customer to control his monthly costs and prevents unwanted charges from being added to the customer's phone bill.

Dogstar's services will be available on a full-time basis, 24 hours a day, seven days a week. Customer service support will be available during regular business hours (9:00 am to 5:00 pm, Monday through Friday).

11. Financial information including:

11a. For the most recent 12-month period, financial statements of the Applicant consisting of Balance Sheets, Income Statements, and Cash Flow Statements,

As a newly formed corporation, financial statements as above are not available.

11b. If a Public Corporation, the Applicant's Latest Annual Report and Report to Stockholders.

Not Applicable.

12. Information detailing the Following Matters Associated with Interconnection to Provide Proposed Local Exchange Services:

12a. The Identity of All Local Exchange Carriers with which the Applicant Plans to Interconnect:

Dogstar will interconnect with Qwest Telecommunications.

12b. The Likely Timing of Initiation of Interconnection Service and a Statement as to When Negotiations for Interconnection Started or When Negotiations are Likely to Start; and

It is Qwest policy not to initiate any negotiations process prior to the application for a Certificate of Authority to the appropriate state.

12c. A Copy of any Request for Interconnection made by the Applicant to any Local Exchange Carrier.

Not applicable.

13. A Tariff or Price List Indicating the Prices, Terms and Conditions of Each Contemplated Local Service Offering:

Dogstar's tariff is attached hereto as Exhibit D.

14. Cost Support for Rates shown in the Company's Tariff or Price List for Rate or Price Regulated Non-Competitive or Emerging Competitive Services.

Because Dogstar plans to provide service to less than fifty thousand (50,000) local exchange subscribers in the State of South Dakota, cost support information for rates show in the Company's tariff or price list (for rate- or price-regulated non-competitive or emerging competitive services) should not apply.

However, all services offered by the Applicant, as detailed in its tariff attached hereto as Exhibit F, are competitive in nature. The Applicant does not offer non-competitive or emerging competitive services at this time.

- 15. A Description of How the Applicant Intends to Market its Local Exchange Services, its Target Market, Whether the Applicant Engages in Multilevel Marketing, and Copies of any Brochures that will be Used to Assist in Sale of the Services.**

Applicant intends to market its local exchange services to its target market, which consists primarily of business and residential customers, through direct marketing, direct mailings, telemarketing and yellow page and newspaper advertising. Dogstar does not engage in multilevel marketing. Copies of Dogstar brochures that will be used to assist in the marketing company services are not available as of this date.

- 16. If the Applicant is Seeking Authority to Provide Local Exchange Service in the Service Area of a Rural Telephone Company, the Date by which the Applicant Expects to Meet the Service Obligations Imposed Pursuant to § 20;10:32:15 and Applicant's Plans for Meeting the Service Obligations.**

Dogstar does not plan to provide local exchange service in the service area of a rural telephone company.

- 17. A List of the States in Which the Applicant is Registered or Certified to provide Telecommunications Services, Whether the Applicant has ever been Denied Registration or Certification in any State and the Reasons for any such Denial, a Statement as to whether or not the Applicant is in Good Standing with the Appropriate Regulatory Agency in the States Where it is Registered or Certified, and a Detailed Explanation of Why the Applicant is not in Good Standing in a Given State, if Applicable.**

Dogstar is not certified in any other state, nor has it ever been denied registration or certification in any state.

- 18. The Names, Addresses, Telephone Number, E-mail Address and Facsimile Numbers of the Applicant's Representatives to whom all Inquiries Should be Made Regarding Complaints and Regulatory Matters and a Description of how the Applicant Handles Customer Billings and Customer Service Matters.**

Victoria Gordon
4795 Miller Creek Road
Missoula, MT 59803
406-251-2498
406-728-3970
Copperfelt@aol.com

19. Information Concerning How the Applicant Plans to Bill and Collect Charges from Customers who Subscribe to Its Proposed Local Exchange Services.

Applicant plans to bill and collect charges from customers who subscribe to its proposed local exchange services through the ILEC's that the Applicant will contract with. Dogstar will bill its customers on a monthly basis. Customer billing questions will be forwarded to a Dogstar Customer Service Representative (hereinafter "CSR") with online access to billing information. The CSR will have the authority to investigate subscriber billing issues and/or questions and make associated limited balance adjustments. If the subscriber is not satisfied with the response from the CSR, at the subscriber's request, the call will be handed off to an account supervisor for resolution. The subscriber's account will be appropriately debited or credited based upon the outcome of the discussion. If the subscriber remains unsatisfied after speaking with the account supervisor, he/she will be given the option of sending his/her written complaint to the Company's Customer Service Department for review.

20. Information Concerning the Applicants Policies Relating to Solicitation of New customers and a Description of the Efforts the Applicant Shall Use to Prevent the Unauthorized Switching of Local Service Customers by the Applicant, Its Employees or Agents.

Dogstar will not switch a customer's service without a valid Letter of Authorization (LOA) or Third-Party Verification, or prepayment of service.

21. The Number and Nature of Complaints Filed Against the Applicant with any State or Federal Commission Regarding the Unauthorized Switching of a Customer's Telecommunications Provider and the Act of Charging Customers for Services that have not been Ordered.

There are no such complaints.

22. Request for Waiver

Dogstar hereby requests a waiver of any SDPUC's rules which are not applicable.

23. Federal Identification Number

The Federal Identification Number for Dogstar is 06-1654098.

24. Other Information Requested by the Commission Needed to Demonstrate that the Applicant has Sufficient Technical, Financial, and Managerial Capabilities to Provide the Local Exchange Services it intends to Offer Consistent with the Requirements of this Chapter and Other Applicable Rules and Laws.

Dogstar's management possesses extensive management and business experience. Dogstar has the managerial experience to successfully operate as a reseller of local exchange telecommunications in the State of South Dakota. Since all Design, Installation, Maintenance and Repair of the Equipment will be handled by the ILECs, no technical expertise is required.

However, a Telecommunications Company Serving less than Fifty Thousand Local Exchange Subscribers in this State is Not Required to File Cost Support Information and its Tariffs Shall be Filed for Informational Purposes Only.

Dogstar will be serving less than fifty thousand local exchange subscribers in South Dakota.

EXHIBIT A

STATE OF MONTANA

Prepare, sign and submit an ORIGINAL AND COPY with fee. This is the minimum information required.

ARTICLES of INCORPORATION for DOMESTIC PROFIT CORPORATION (35-1-216, MCA)

MAIL: BOB BROWN Secretary of State P.O. Box 202801 Helena, MT 59620-2801 PHONE: (406)444-3665 FAX: (406)444-3976 WEB SITE: www.mt.state.us/sos



STATE OF MONTANA FILED OCT 18 2002 SECRETARY OF STATE Form: DP-1 Filing Fee: \$ D-119020

Priority Filing Add \$20.00

Executed by the undersigned person for the purpose of forming a Montana corporation.

FIRST: The name of this Corporation is (must contain the word "corporation", "incorporated", "company", or "limited" or an abbreviation of)

Dogstar Telephone Co.

(Mark Box if Appropriate)

This corporation is a close corporation operating with directors without directors

SECOND: The name and address of its registered office/agent in Montana:

Registered Agent Victoria Gordon Street Address 4795 Miller Creek Rd. Mailing Address same City Missoula, MONTANA Zip Code 59803

Signature of Agent (Required) Victoria Gordon

THIRD: The number of shares of Capital Stock which the Corporation has the authority to issue is 10,000. Such Capital Stock shall have no par value.

FOURTH: The name and address of the incorporator is as follows:

Name Victoria Gordon Address 4795 Miller Creek Rd. Missoula, MT Zip Code 59803

Signature of Incorporator Victoria Gordon

RECEIVED SEP 18 AM 8:59 SECRETARY OF STATE MONTANA

EXHIBIT B

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

Certificate of Authority

ORGANIZATIONAL ID #: FB027220

I, **Chris Nelson**, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of **DOGSTAR TELEPHONE CO. (MT)** 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 April 18, 2003.



Chris Nelson

Chris Nelson
Secretary of State

EXHIBIT C

Victoria Gordon

4795 Miller Creek Road
Missoula, MT 59803
(406) 251-3975

Highlights of Qualifications

- Strong Background in Telephone Connection Services and Customer Relations
- Experienced at Small Business Operation and Startup
- Extensive Business and Managerial Background

Professional Experience

BG Enterprises, Inc. dba Grizzly Telephone, Missoula, MT 2001-Present
Marketing and Office Manager

Marketed telephone service and managed local interconnection services for customers, including sales, hookup, billing and other service obligations. Also helped counsel special-needs clients with Link-up and Lifeline Services.

Curio Consignment, Missoula, MT 1996-Present
Owner-Manager

Owned and operated business selling and appraising antiques and collectibles both locally and over the internet.

Satellite Scholar, Missoula, MT 1991-1996
Editor and Publisher

Single-handedly responsible for oversight of specialized educational resource magazine including content, advertising, production, and sales.

Quicksilver Graphics, Missoula, MT 1986-1991
Owner-Manager

Established and managed graphics and publishing business. Projects included creative writing, editing, typesetting, and publishing (specifically a Montana history journal, a Montana travel guide, several Montana history calendars, books, and numerous advertising projects).

Education

Master's Degree, German Language - **University of Montana**, 1974
Bachelor of Arts - German, Classics, English - **University of Montana**, 1971

References

References available upon request.

EXHIBIT D

Dogstar Telephone Co.
TARIFF
Page No. 1

Dogstar Telephone Co.
4795 Miller Creek Road
Missoula, MT 59803

Price List Effective 3/1/2003

1. Basic telephone service is \$49.99. This price includes:

Federal Excise Tax @ 3%

City Occupation Tax @ rate specified on end-users bill received from
Qwest

State 911 @ \$.20 per access line

Local 911 @ \$.35 per access line

TRS Excise Funds Federal ADA Requirement @ \$.14 per access line

South Dakota Telephone Assistance Program @ \$.13 per access line

2. No deposit

3. No installation charge.

4. Special features:

A. Caller ID

1) One time installation fee of \$12.95 per access line.

2) Monthly rate of \$3.95 per access line.

Date Issued: 3/01/03

Effective Date: 03/01/03

By: Victoria Gordon

Issued by: Dogstar Telephone Co.

Title: President

Dogstar Telephone Co.
TARIFF
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- B. Call waiting
 - 1) One time installation fee of \$12.95 per access line.
 - 2) Monthly rate of \$5.00 per access line.

 - C. Non-published telephone number
 - 1) One time installation fee of \$12.95 per access line.
 - 2) Monthly rate of \$4.00 per access line.
5. Charge per use features

Dogstar Telephone Co. makes every effort to block charge per use features

If we receive charges from Qwest for a charge per use feature that wa used by the end user, the end user will be charged at the following rates:

- A. Directory Assistance (DA) is \$1.50 per use with no cap.
 - B. National Directory Assistance (NDA) is \$1.00 per use with no cap.
 - C. Last Call Return (LCR) is \$1.00 per use with no cap.
 - D. Continuous Redial (CR) is \$1.00 per use with no cap.
 - E. I Called Messaging (Icall) is \$1.00 per use with no cap.
 - F. 3-Way Calling (3-Way) is \$1.00 per use with no cap.
 - G. Long distance is blocked. If a long distance call is made or if a collect call is accepted the end-user will be responsible for those charges as well as the applicable tax. This includes calls from Correctional Facilities.
 - H. Call trace charge is \$2.00 per call.
6. Customers paying their monthly phone payment with a credit or debit card will be charged a transaction fee of \$2.50.

Date Issued: 3/01/03

Effective Date: 03/01/03

By: Victoria Gordon

Issued by: Dogstar Telephone Co.

Title:President

Dogstar Telephone Co.
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7. Customers will be assigned a due date that is based on their actual turn-on date. Customers paying their monthly phone payments five (5) days after their due date will be charged a \$5.00 late fee.
8. Customers requesting to move their telephone service to a new service address will be charged a \$15.00 move fee.
9. Customers wishing to make changes to their telephone number or listing will be charged a \$10.00 fee.
10. Prices effective ten (10) days after SDPUC approval.

The Definitions (Section 1) and Rules and Regulations (Section 3) are identical to the Definitions and Rules and Regulations provided by the Commission except as follows:

EXPLANATION OF SYMBOLS

- (C) To signify changed conditions or regulation.
- (D) To signify discontinued rate, regulation or condition.
- (I) To signify increase.
- (K) To signify that material has been transferred to another sheet or place in the price list.
- (M) To signify that material has been transferred to another sheet or place

Date Issued: 3/01/03

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Title:President

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in the price list.

(N) To signify new rate, regulation, condition or sheet.

(O) To signify no change.

(R) To signify reduction.

(T) To signify a change in text for clarification.

* The use of the symbol "O" shall be discretionary unless its use in the interest of clarity is evident or specifically requested by the Commission.

SECTION 1 - DEFINITIONS

Authorized User: An end user authorized by the customer to use the service.

Collect Call: A billing arrangement where a class is billed to the called station.

Commission: The South Dakota Public Utilities Commission.

Customer: The person, firm, corporation or other entity which orders or uses service and has agreed by signature or otherwise to honor the terms of the service herein, and is responsible for the payment of rates and charges for service to call customer locations and for compliance with price list regulations.

Measured Service: The provision of intrastate long distance measured time communications telephone service to customers who access the carrier's service at its

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switching and call processing equipment by means of access facilities obtained from a local exchange common carrier. Carrier is responsible for arranging for the access lines.

Operator Station: A call that is completed with the assistance of an operator and billed to the calling party.

Person-to-Person: A call for which the person originating the call specifies to the operator a particular person, department or extension is to be reached. Person-to-Person charges only apply when the call is completed to the requested party or when the calling party agrees to talk to another person.

Third-Party Billing: Service option that allows a call to be billed to an account different from that of the calling or called party.

SECTION 2 - SERVICES, LOCATION, PRICES AND CHANGES

2. DESCRIPTION OF SERVICE

- a. Described in Exhibit A, Registration Application

- b. Timing of calls begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone

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detection. The company does not bill for incomplete calls.

3. LOCATION OF SERVICE

- a. Dogstar Telephone Co. is located at 4795 Miller Creek Road, Missoula, Montana 59803. The company offers services to residential customers throughout the State of South Dakota.

3. PRICES AND CHARGES

Description

Rate

Price List Effective 3/1/2003

1. Basic telephone service is \$49.99. This price includes:

Federal Excise Tax @ 3%

City Occupation Tax @ rate specified on end-users bill received from Qwest

State 911 @ \$.20 per access line

Local 911 @ \$.35 per access line

TRS Excse Funds Federal ADA Requirement @ \$.14 per access line

South Dakota Telephone Assistance Program @ \$.13 per access line

2. No deposit

Date Issued: 3/01/03

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Dogstar Telephone Co.
TARIFF
Page No. 7

3. No installation charge.

4. Special features:

A. Caller ID

- 1) One time installation fee of \$12.95 per access line.
- 2) Monthly rate of \$3.95 per access line.

B. Call waiting

- 1) One time installation fee of \$12.95 per access line.
- 2) Monthly rate of \$5.00 per access line.

C. Non-published telephone number

- 1) One time installation fee of \$12.95 per access line.
- 2) Monthly rate of \$4.00 per access line.

5. Charge per use features

Dogstar Telephone Co. makes every effort to block charge per use features

If we receive charges from Qwest for a charge per use feature that wa used by the end user, the end user will be charged at the following rates:

- A. Directory Assistance (DA) is \$1.50 per use with no cap.
- B. National Directory Assistance (NDA) is \$1.00 per use with no cap.
- C. Last Call Return (LCR) is \$1.00 per use with no cap.
- D. Continuous Redial (CR) is \$1.00 per use with no cap.
- E. I Called Messaging (Icall) is \$1.00 per use with no cap.

Date Issued: 3/01/03

Effective Date: 03/01/03

By: Victoria Gordon

Issued by: Dogstar Telephone Co.

Title:President

Dogstar Telephone Co.
TARIFF
Page No. 8

- F. 3-Way Calling (3-Way) is \$1.00 per use with no cap.
 - G. Long distance is blocked. If a long distance call is made or if a collect call is accepted the end-user will be responsible for those charges as well as the applicable tax. This includes calls from Correctional Facilities.
 - H. Call trace charge is \$2.00 per call.
-
- 6. Customers paying their monthly phone payment with a credit or debit card will be charged a transaction fee of \$2.50.
 - 7. Customers will be assigned a due date that is based on their actual turn-on date. Customers paying their monthly phone payments five (5) days after their due date will be charged a \$5.00 late fee.
 - 8. Customers requesting to move their telephone service to a new service address will be charged a \$15.00 move fee.
 - 9. Customers wishing to make changes to their telephone number or listing will be charged a \$10.00 fee.
 - 10. Prices effective ten (10) days after SDPUC approval.

SECTION 3 - RULES AND REGULATIONS

- 1. ADOPTION OF RULES OR REGULATORY AUTHORITIES
 - a. The rules regulating Competitive Classified Companies presubscribed by the Commission are adopted and by this reference are made a part of this price list unless otherwise waived by order of the Commission.

Date Issued: 3/01/03

Effective Date: 03/01/03

By: Victoria Gordon

Issued by: Dogstar Telephone Co.

Title:President

Dogstar Telephone Co.
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2. INTERCONNECTION

- a. Interconnection with the facilities or service of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. The customer is responsible for taking all necessary legal steps for interconnecting customer-provided terminal equipment or communications systems with carrier's facilities. The customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the carrier and other participating carriers shall be provided at the customer's expense.

3. APPLICATION FOR SERVICE

- a. Application for service may be made verbally or in writing. The name(s) of the customer(s) desiring to use the service must be set forth in the application for service.

4. DEPOSITS

- a. Service is pre-paid by customer for one (1) month. In the event that a customer chooses to terminate service prior to the end of the month, the company will refund, on a pro-rated basis, the amount of pre-paid service not used.

5. PAYMENT AND BILLING

- a. Service is provided and billed on a monthly basis in advance.

Date Issued: 3/01/03

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By: Victoria Gordon

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Title:President

Dogstar Telephone Co.
TARIFF
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- b. Initial billing for set-up and installation charges or monthly service fees will not commence for any new customer until the customer has actually been placed in service. There is no deposit or installation fee. Service commences when the customer prepays the first month's service.

* 3 days for service order processing.

- c. Billing will be payable upon receipt and past due 15 days after issuance.

6. CANCELLATION BY CUSTOMER

- a. Cancellation of service by the customer may be made either verbally or in writing as follows:
- i. Where an application for service is canceled by the customer prior to the start of any design work or installation of facilities, no charge applies.
 - ii. When an application which requires special design work is canceled after the design work has begun, the company may collect charges equal to the cost incurred for the associated design work to date.
 - iii. If cancellation is requested after completion of an installation, it will be treated as a discontinuance of service. Any minimum contract requirements of prescribed service will be applicable.

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7. DISCONNECTION OF SERVICE BY CARRIER

- a. The carrier may discontinue for any of the following reasons:
- i. Non-payment of bills;
 - ii. Tampering with the company's property;
 - iii. Vacation of premises by subscriber;
 - iv. Violation of rules, service agreements, or filed price list;
 - v. Use of subscriber equipment which adversely affects the company's service to its other subscribers;
 - vi. Fraudulent obtaining or use of service; or,
 - vii. Unlawful use of service of use of service for unlawful purposes.
- b. Except in case of danger to life or property, fraudulent use, impairment of service, or violation of law, the carrier will, prior to disconnection, mail written notice of the pending disconnection to the subscriber. The company will not disconnect service prior to the eighth business day following mailing of the notice. In the alternative, the company may provide delivered notice and disconnect not prior to 5:00 p.m. of the next business day.

Telephone or personal contact need not be attempted when the company

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has attempted such contact in any two billing periods during a consecutive twelve-month period and the company has notified the subscriber in writing that telephone or personal contact will not be attempted in the future before disconnecting service.

- d. All notices of delinquency or pending disconnection will include details pertinent to the situation and describe how the subscriber can make contact with the company to resolve any differences. All notices must accurately state amounts owing for service(s) which are subject to disconnection. A new notice will be required in cases where information is incorrect.
- e. Except in case of danger to life or property, no disconnection shall be made on Saturdays, Sundays, legal holidays, or on any other day on which the company cannot reestablish service within three (3) business days.
- f. When the company has reason to believe service is to other than the subscriber of record, the company shall undertake reasonable efforts to inform occupants of the service address of the impending disconnection. In this case, at the request of the service users, a minimum period of five (5) business days will be allowed to permit the service users to arrange for continue service.
- g. Where service is provided to a hospital, medical clinic with resident patients, or nursing home, notice of pending disconnection shall be provided to the Secretary, South Dakota Department of Social and Health Services, as well as to the subscriber. Upon request from the Secretary of

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his designee, a delay in disconnection of no less than five business days from the date of notice will be allowed so that the department may take whatever steps are necessary in its view to protect the interests of the resident patients.

- h. The company may not immediately disconnect service if the customer has met the requirements of South Dakota regarding a medical emergency.
- i. Service will not be totally disconnected while a subscriber is pursuing any remedy or appeal provided for by Commission rules, provided any amounts not in dispute are paid when due.
- j. Service will be restored when the causes of the discontinuance have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the customer have been paid as provided for in the price list of the carrier.

8. INTERRUPTION OF SERVICE

- a. The company will follow the Commission's rules in the case of major outage and/or service interruption.
- b. It is the obligation of the customer to notify the carrier of any interruptions in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission of the customer, not within the customer's control, or is not in wiring or equipment connected to the terminal of the carrier.

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- c. All reported interruptions of service will be restored within two working days, excluding Sundays and holidays, except those caused by emergency situations, unavoidable catastrophes and *force majeure*.

9. RESTORATION OF SERVICE

- a. The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities and in compliance with South Dakota statutes.

10. TAX ADJUSTMENT

- a. The Company concurs in the Municipal Utility Occupation tax schedules of each Local Exchange Company tariff in the state of South Dakota to the extent that those local taxes are both current and applicable to the services the Company provides. This amount will be separately stated on each bill to the customer.

Date Issued: 3/01/03

Effective Date: 03/01/03

By: Victoria Gordon

Issued by: Dogstar Telephone Co.

Title: President

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of April 24, 2003 through April 30, 2003

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 report. Phone: 605-773-3705

ELECTRIC

EL03-015 **In the Matter of the Filing for Approval of a Consent and Agreement for Electric Service in Assigned Service Territory of Another Electric Supplier between NorthWestern Energy and Northern Electric Cooperative, Inc.**

NorthWestern Energy (NorthWestern) and Northern Electric Cooperative (Northern) filed a joint petition for approval of an electric service rights exception. NorthWestern consents to Northern providing electrical service to the house and future out buildings on the property owned by Mark and Rebecca Labrie described as that part of the SW 1/4 West of SD Highway 37 in S6, T116N, R61W of the 5th P.M., Spink County, SD, except the North 949 feet, the Railroad right-of-way, and Lot H-1 and H-2, and; the abandoned Railroad right-of-way in the SW 1/4 West of SD Highway 37 in S6, T116N, R61W of the 5th P.M. Spink County, SD.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Docketed: 04/30/03
Intervention Deadline: 05/16/03

TELECOMMUNICATIONS

TC03-073 **In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and DIECA Communications, Inc. d/b/a Covad Communications Company.**

On April 24, 2003, the Commission received a filing for approval of an Amendment to an Interconnection Agreement between Qwest Corporation and DIECA Communications, Inc. d/b/a Covad Communications Company. According to the filing, the amendment is made in order to add terms, conditions and rates for DC Power Reduction Procedure as set forth in Attachment 1 and Exhibit A to this Amendment. The original agreement was approved by the Commission on November 18, 1999, in Docket No. TC99-017. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than May 14, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 04/24/03
Initial Comments Due: 05/14/03

TC03-074 **In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and McLeodUSA Telecommunications Services, Inc.**

On April 28, 2003, the Commission received a filing for approval of an Amendment to an Interconnection Agreement between McLeodUSA Telecommunications Services, Inc. and Qwest Corporation.

According to the parties, the amendment is made in order to add terms, conditions and rates for Collocation Available Inventory, as set forth in Attachment 1 and Exhibit A to the amendment. The original agreement was approved by the Commission on July 23, 1999, in Docket No. TC99-057. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than May 19, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 04/28/03
Initial Comments Due: 05/19/03

TC03-075 In the Matter of the Filing by Qwest Corporation for Approval of Revisions to its Access Services Tariff.

On April 28, 2003, Qwest Corporation filed a revision to its South Dakota Access Services Tariff. This revision removes the Self Healing Alternate Route Protection (SHARP) feature from the tariff.

Staff Analyst: Keith Senger
Staff Attorney: Karen Cremer
Date Docketed: 04/28/03
Intervention Deadline: 05/16/03

TC03-076 In the Matter of the Filing for Approval of a Reciprocal Transport and Termination Agreement between PrairieWave Telecommunications, Inc. and Rural Cellular Corporation.

On April 29, 2003, the Commission received a filing for approval of a Reciprocal Transport and Termination Agreement between PrairieWave Telecommunications, Inc. and Rural Cellular Corporation. According to the filing, the parties wish to put in place an arrangement for the mutual exchange and reciprocal compensation of local telecommunications traffic which is intended to supersede any previous arrangements between the parties relating to such traffic. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than May 19, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 04/29/03
Initial Comments Due: 05/19/03

TC03-077 In the Matter of the Filing for Approval of a Reciprocal Transport and Termination Agreement between PrairieWave Telecommunications, Inc. and Wireless Alliance, LLC.

On April 29, 2003, the Commission received a filing for approval of a Reciprocal Transport and Termination Agreement between PrairieWave Telecommunications, Inc. and Wireless Alliance, LLC. According to the filing, the parties wish to put in place an arrangement for the mutual exchange and reciprocal compensation of local telecommunications traffic which is intended to supersede any previous arrangements between the parties relating to such traffic. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than May 19, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 04/29/03
Initial Comments Due: 05/19/03

TC03-078 In the Matter of the Application of Dialaround Enterprises Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

Dialaround Enterprises Inc. has filed an application for a Certificate of Authority to provide interexchange telecommunications services in South Dakota. The applicant intends to provide resold interexchange services, including 1+ and 101XXXX outbound dialing, 800/888 toll-free inbound dialing, directory assistance, conference calling, calling card, prepaid calling card and private line service to presubscribed business and residential customers in South Dakota.

Staff Analyst: Bonnie Bjork
Staff Attorney: Karen Cremer
Date Docketed: 04/30/03
Intervention Deadline: 05/16/03

TC03-079 In the Matter of the Application of Dogstar Telephone Co. for a Certificate of Authority to Provide Local Exchange Services in South Dakota.

Dogstar Telephone Co. has filed an application for a Certificate of Authority to provide resold local exchange telephone services in South Dakota. The applicant intends to provide resold local exchange telecommunication services to business and residential customers including a basic local exchange service option for residential customers, 911 and enhanced 911 emergency service, directory assistance, operator-assisted dialing, and lifeline services in Qwest served telephone areas.

Staff Analyst: Bonnie Bjork
Staff Attorney: Kelly Frazier
Date Docketed: 04/30/03
Intervention Deadline: 05/16/03

TC03-080 In the Matter of the Filing for Approval of a Type 2 Wireless Interconnection Agreement between Qwest Corporation and Commnet Wireless Inc.

On April 30, 2003, the Commission received a filing for approval of a Type 2 Wireless Interconnection Agreement between Qwest Corporation (Qwest) and Commnet Wireless Inc. According to the parties, the agreement is a negotiated agreement which sets forth the terms, conditions and pricing under which Qwest will offer and provide to any requesting WSP network interconnection, access to unbundled network elements and ancillary services within the geographical areas in which Qwest is providing local exchange service at that time, and for which Qwest is the incumbent local exchange carrier within the state of South Dakota for purposes of providing local two way wireless services. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than May 20, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 04/30/03
Initial Comments Due: 05/20/03

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TC03-079

Dogstar Telephone Co.

4795 Miller Creek Road
Missoula, MT 59803

May 25, 2003

RECEIVED

MAY 29 2003

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Secretary of State
State Capitol
500 East Capitol Ave.
Pierre, SD 57501

To: Bonnie Bjork, Analyst

Elec.
~~EX~~ Received MAY 27 2003

Re: Dogstar Telephone Co.

Enclosed is my Amended Petition for Certificate of Authority and my Amended Tariff as requested.
Application does not include Exhibits included in original filing.

If you have any questions, you may call me at 406-251-3975.

Yours truly,

Victoria Gordon

Victoria Gordon
President, Dogstar Telephone Co.

RECEIVED

MAY 29 2003

STATE OF SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

In the Matter of the Petition of)
Dogstar Telephone Co.)
for a Certificate of Authority to Operate)
as a Reseller of Local Exchange)
Telecommunications Services)

Docket No. _____

Elec.
~~FAA~~ Received MAY 27 2003

**AMENDED PETITION FOR A
CERTIFICATE OF AUTHORITY**

Pursuant to South Dakota's Telecommunications Service Rule 20:10:32:03, in support of the Petition of Dogstar Telephone Co. (hereinafter "Dogstar") for the issuance of a Certificate of Authority to provide resold local exchange telephone services in the State of South Dakota, the following information is provided:

- 1. Applicant's Name, Address, Telephone Number, Facsimile Number, E-mail Address, and whether the Applicant is a Sole Proprietorship, Partnership, Corporation, Limited Liability Corporation, or Limited Liability Partnership.**

Victoria Gordon
4795 Miller Creek Road
Missoula, MT 59803
406-251-2498
406-728-3970
Copperfelt@aol.com
Corporation

- 2. If a Corporation, a Listing of the Full Name and Business Address of Each Corporate Officer and Director**

Victoria Gordon, President and Director
4795 Miller Creek Road
Missoula, MT 59803

- 3. The Name Under Which Applicant will Provide Local Exchange Services if different in Subdivision 1 of this Section:**

Dogstar Telephone Co.

4a. The Location of its Principal Office, if any, in this State and the Name and Address of its Current Registered Agent

Dogstar's Registered Agent in South Dakota is:

Marilyn Person
819 West Third Street
Pierre, SD 57501

4b. A list of shareholders owning twenty percent or more of the interest in the business.

Victoria Gordon (see address above)

4c. The State in which the Applicant is Incorporated, the Date of Incorporation, and a Copy of Its Certificate of Incorporation.

Dogstar was incorporated in the State of Montana, October 18, 2002. The Certificate of Incorporation is attached as Exhibit A.

4d. If an Out-of-State Corporation, a Copy of its Certificate of Authority to Transact Business in South Dakota from the Secretary of State.

The Certificate of Authority is attached as Exhibit B.

5. A Description of Applicant's Experience Providing any Telecommunications Services in South Dakota or in Other Jurisdictions, including the Types of Services Provided, and the Dates and Nature of State or Federal Authorization to Provide the Services.

Victoria Gordon, President of Dogstar, worked for Grizzly Telephone, a Montana Corporation and a reseller of local telephone service in Montana, Idaho, and Washington for 1-1/2 years. During this time, Ms. Gordon marketed telephone service and managed local interconnection services for customers, including sales, hookup, billing and other service obligations. Also helped counsel special-needs clients with Link-up and Lifeline Services.

6. Names and Addresses of Applicant's Affiliates, Subsidiaries, and Parent Organizations, if any:

None.

7. A List and Specific Description of the Types of Services the Applicant Seeks to Offer and the Means by Which the Services will be provided including:

7a. Information indicating the Classes of Customers the Applicant Intends to Serve.

Dogstar intends to provide local exchange telecommunications services indiscriminately to both residential and business class customers throughout the State of South Dakota. Dogstar does not intend to offer services in the rural areas

7b. Information Indicating the Extent to and Time-Frame by which Applicant Will Provide Service through the Use of its Own Facilities, the Purchase of Unbundled Network Elements, or Resale;

Dogstar plans to begin reselling local telephone service immediately upon receipt of Certificate of Authority from South Dakota.

7c. A Description of all Facilities that the Applicant will Utilize to Furnish the Proposed Local Exchange Services, including any Facilities of Underlying Carriers; and

As a reseller, Dogstar will use the facilities of the underlying carrier, in this case Qwest.

Applicant will resell the local exchange telecommunications services of facilities-based carriers offering business and residential class services throughout the State of South Dakota.

Dogstar will offer services to its subscribers through the resale of other carriers' facilities and network elements.

All facilities to be used in connection with the provisioning of the proposed services are those of the State's ILECs and, as such, are already constructed and in operation in accordance with any necessary federal and state authorizations.

Dogstar will, through interconnection with other carriers, offer 911 and enhanced 911 emergency service, directory assistance and operator-assisted dialing, and other miscellaneous services currently provided by existing local exchange carriers.

Dogstar's services will be available on a full-time basis, 24 hours a day, seven days a week. Customer service support will be available during regular business hours (9:00 am to 5:00 pm, Monday through Friday).

The quality of service that Dogstar's local exchange customers will receive will be at least equivalent to that provided by the State's ILECs. Dogstar's services will satisfy the minimum standards established by the SDPUC. Dogstar will file and maintain its tariff in the same manner and form as required of ILECs with which Dogstar seeks to compete.

7d. Information Identifying the Types of Services it Seeks Authority to Provide by Reference to the General Nature of the Service.

Dogstar plans to offer local exchange telecommunications services indiscriminately to business and residential customers located in the State of South Dakota, excepting customers in rural areas. Exchange services include, but will not be limited to, the following:

1. A basic local exchange service option for residential customers;
2. Lifeline services
3. Emergency or 911 service

Dogstar asserts that the local exchange services that it proposes to offer will satisfy the minimum standards established by the SDPUC. Dogstar agrees to meet the minimum basic local services standards, including quality of service and billing standards, as the SDPUC requires of CLECs with which Dogstar seeks to compete.

8. A Service Area Map or Narrative Description indicating with Particularity the Geographic Area Proposed to be Served by the Applicant.

Dogstar intends to provide resold local exchange telecommunications services throughout the entire State of South Dakota. Dogstar initially intends to provide local exchange telecommunications services from, to and between all exchanges in the State of South Dakota served by South Dakota's ILECs to the extent permitted by federal and state law, and by the SDPUC's rules. In connection with the approval of their current operating authority in the State of South Dakota, to the extent that the ILECs have submitted to the SDPUC maps which illustrate in detail the exact geographical area served by each ILEC, the Applicant refers the SDPUC to said maps. In as much as Dogstar intends to provide telecommunications services in all parts of the State, to the extent authorized by law, and that maps detailing the provision of telecommunications service in South Dakota are already on file with SDPUC, Dogstar respectfully requests that the SDPUC not require the Applicant to submit the same or similar maps.

9. Information Regarding the Technical Competence of the Applicant to Provide its Proposed Local Exchange Services including:

9a. A Description of the Education and Experience of the Applicant's Management Personnel who will Oversee the Proposed Local Exchange Services

As Dogstar's president will act as manager, chief operating officer and director, a current resume is attached hereto as Exhibit C.

9b. Information Regarding Policies, Personnel or Arrangements Made by the Applicant which Demonstrates the Applicant's Ability to Respond to Customer Complaints and Inquiries Promptly and to Perform Facility and Equipment Maintenance Necessary to Ensure Compliance with any Commission Quality of Service Requirements.

Dogstar understands the importance of effective customer service for local exchange consumers. Dogstar has made arrangements for its customers to call the Company at its toll-free service number . In addition, customers may contact the Company in writing at the headquarters address listed below. The toll-free number will be printed on the customers' monthly billing statements. Dogstar services will be available during regular business hours (9 a.m. to 5 p.m., Monday-Friday).

Customer complaints can be addressed to:

Dogstar Telephone Co.
4795 Miller Creek Road
Missoula, MT 59803

Customer Service support will be available during regular business hours (9 am. to 5 p.m., Monday-Friday) by calling 406-251-2498

Dogstar will not discriminate between business and residential customers when service is requested and/or provided.

Subscribers may contact Dogstar Customer Service by calling the Company at its toll-free customer service number.

10. Information explaining how the Applicant will Provide Customers with Access to Emergency Services such as 911 or Enhanced 911, Operator Services, Interexchange Services, Directory Assistance, and Telecommunications Relay Services.

Dogstar will, through interconnection with other carriers, offer 911 and enhanced 911 emergency service, directory assistance and operator-assisted dialing. Dogstar will provide this service on a prepaid basis while blocking any calls which would result in toll charges to the customer. This allows the customer to control his monthly costs and prevents unwanted charges from being added to the customer's phone bill.

Dogstar's services will be available on a full-time basis, 24 hours a day, seven days a week. Customer service support will be available during regular business hours (9:00 am to 5:00 pm, Monday through Friday).

11. Financial information including:

11a. For the most recent 12-month period, financial statements of the Applicant consisting of Balance Sheets, Income Statements, and Cash Flow Statements,

As a newly formed corporation, financial statements as above are not available. Dogstar requests that the SDPUC waive the filing of financial information. In accordance with South Dakota law and since Dogstar plans to collect advance payments from customers, Dogstar has applied for a \$25,000 bond naming the South Dakota Public Utilities Commission and the consumers of South Dakota as beneficiaries.

11b. If a Public Corporation, the Applicant's Latest Annual Report and Report to Stockholders.

Not Applicable.

12. Information detailing the Following Matters Associated with Interconnection to Provide Proposed Local Exchange Services:

12a. The Identity of All Local Exchange Carriers with which the Applicant Plans to Interconnect:

Dogstar will interconnect with Qwest Telecommunications.

12b. The Likely Timing of Initiation of Interconnection Service and a Statement as to When Negotiations for Interconnection Started or When Negotiations are Likely to Start; and

It is Qwest policy not to initiate any negotiations process prior to the application for a Certificate of Authority to the appropriate state.

12c. A Copy of any Request for Interconnection made by the Applicant to any Local Exchange Carrier.

Not applicable.

13. A Tariff or Price List Indicating the Prices, Terms and Conditions of Each Contemplated Local Service Offering:

Dogstar's tariff is attached hereto as Exhibit D.

14. Cost Support for Rates shown in the Company's Tariff or Price List for Rate or Price Regulated Non-Competitive or Emerging Competitive Services.

Because Dogstar plans to provide service to less than fifty thousand (50,000) local exchange subscribers in the State of South Dakota, cost support information for rates show in the Company's tariff or price list (for rate- or price-regulated non-competitive or emerging competitive services) should not apply.

However, all services offered by the Applicant, as detailed in its tariff attached hereto as Exhibit D, are competitive in nature. The Applicant does not offer non-competitive or emerging competitive services at this time.

- 15. A Description of How the Applicant Intends to Market its Local Exchange Services, its Target Market, Whether the Applicant Engages in Multilevel Marketing, and Copies of any Brochures that will be Used to Assist in Sale of the Services.**

Applicant intends to market its local exchange services to its target market, which consists primarily of business and residential customers, through direct marketing, direct mailings, telemarketing and yellow page and newspaper advertising. Dogstar does not engage in multilevel marketing. Copies of Dogstar brochures that will be used to assist in the marketing company services are not available as of this date.

- 16. If the Applicant is Seeking Authority to Provide Local Exchange Service in the Service Area of a Rural Telephone Company, the Date by which the Applicant Expects to Meet the Service Obligations Imposed Pursuant to § 20:10:32:15 and Applicant's Plans for Meeting the Service Obligations.**

Dogstar does not plan to provide local exchange service in the service area of a rural telephone company.

- 17. A List of the States in Which the Applicant is Registered or Certified to provide Telecommunications Services, Whether the Applicant has ever been Denied Registration or Certification in any State and the Reasons for any such Denial, a Statement as to whether or not the Applicant is in Good Standing with the Appropriate Regulatory Agency in the States Where it is Registered or Certified, and a Detailed Explanation of Why the Applicant is not in Good Standing in a Given State, if Applicable.**

Dogstar is not certified in any other state, nor has it ever been denied registration or certification in any state.

- 18. The Names, Addresses, Telephone Number, E-mail Address and Facsimile Numbers of the Applicant's Representatives to whom all Inquiries Should be Made Regarding Complaints and Regulatory Matters and a Description of how the Applicant Handles Customer Billings and Customer Service Matters.**

Victoria Gordon
4795 Miller Creek Road
Missoula, MT 59803
406-251-2498-Telephone
406-728-3970-FAX

Copperfelt@aol.com

19. Information Concerning How the Applicant Plans to Bill and Collect Charges from Customers who Subscribe to Its Proposed Local Exchange Services.

Applicant plans to bill and collect charges from customers who subscribe to its proposed local exchange services through the ILEC's that the Applicant will contract with. Dogstar will bill its customers on a monthly basis. Customer billing questions will be forwarded to a Dogstar Customer Service Representative (hereinafter "CSR") with online access to billing information. The CSR will have the authority to investigate subscriber billing issues and/or questions and make associated limited balance adjustments. If the subscriber is not satisfied with the response from the CSR, at the subscriber's request, the call will be handed off to an account supervisor for resolution. The subscriber's account will be appropriately debited or credited based upon the outcome of the discussion. If the subscriber remains unsatisfied after speaking with the account supervisor, he/she will be given the option of sending his/her written complaint to the Company's Customer Service Department for review.

20. Information Concerning the Applicants Policies Relating to Solicitation of New customers and a Description of the Efforts the Applicant Shall Use to Prevent the Unauthorized Switching of Local Service Customers by the Applicant, Its Employees or Agents.

Dogstar will not switch a customer's service without a valid Letter of Authorization (LOA) or Third-Party Verification, or prepayment of service.

21. The Number and Nature of Complaints Filed Against the Applicant with any State or Federal Commission Regarding the Unauthorized Switching of a Customer's Telecommunications Provider and the Act of Charging Customers for Services that have not been Ordered.

There are no such complaints.

22. Request for Waiver

Dogstar hereby requests a waiver of any SDPUC's rules which are not applicable.

23. Federal Identification Number

The Federal Identification Number for Dogstar is 06-1654098.

24. Other Information Requested by the Commission Needed to Demonstrate that the Applicant has Sufficient Technical, Financial, and Managerial Capabilities to Provide the Local Exchange Services it intends to Offer Consistent with the Requirements of this Chapter and Other Applicable Rules and Laws.

Dogstar's management possesses extensive management and business experience. Dogstar has the managerial experience to successfully operate as a reseller of local exchange telecommunications in the State of South Dakota. Since all Design, Installation, Maintenance and Repair of the Equipment will be handled by the ILECs, no technical expertise is required.

However, a Telecommunications Company Serving less than Fifty Thousand Local Exchange Subscribers in this State is Not Required to File Cost Support Information and its Tariffs Shall be Filed for Informational Purposes Only.

Dogstar will be serving less than fifty thousand local exchange subscribers in South Dakota.

Dogstar Telephone Co.
TARIFF (Amended May 25, 2003)
Page No. 1

Dogstar Telephone Co.
4795 Miller Creek Road
Missoula, MT 59803

Price List Effective 3/1/2003

1. Basic telephone service is \$49.99. This price includes:

Federal Excise Tax @ 3%

City Occupation Tax @ rate specified on end-users bill received from
Qwest

State 911 @ \$.20 per access line

Local 911 @ \$.35 per access line

TRS Excise Funds Federal ADA Requirement @ \$.14 per access line

South Dakota Telephone Assistance Program @ \$.13 per access line

2. No deposit

3. No installation charge.

4. Special features:

- A. Caller ID

- 1) One time installation fee of \$12.95 per access line.

- 2) Monthly rate of \$3.95 per access line.

Date Issued: 3/01/03

Effective Date: Pending Issuance of Certificate of Authority

By: Victoria Gordon

Issued by: Dogstar Telephone Co.

Title: President

Dogstar Telephone Co.
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- B. Call waiting
- 1) One time installation fee of \$12.95 per access line.
 - 2) Monthly rate of \$5.00 per access line.

- C. Non-published telephone number
- 1) One time installation fee of \$12.95 per access line.
 - 2) Monthly rate of \$4.00 per access line.

5. Charge per use features

Dogstar Telephone Co. makes every effort to block charge per use features

If we receive charges from Qwest for a charge per use feature that was used by the end user, the end user will be charged at the following rates:

- A. Directory Assistance (DA) is \$1.50 per use with no cap.
- B. National Directory Assistance (NDA) is \$1.00 per use with no cap.
- C. Last Call Return (LCR) is \$1.00 per use with no cap.
- D. Continuous Redial (CR) is \$1.00 per use with no cap.
- E. I Called Messaging (Icall) is \$1.00 per use with no cap.
- F. 3-Way Calling (3-Way) is \$1.00 per use with no cap.
- G. Long distance is blocked. If a long distance call is made or if a collect call is accepted, the end-user will be responsible for those charges as well as the applicable tax. This includes calls from Correctional Facilities. The end user may access interexchange services through prepaid calling cards or 1-800 services.
- H. Call trace charge is \$2.00 per call.

Date Issued: 3/01/03

Effective Date: Pending Issuance of Certificate of Authority

By: Victoria Gordon

Issued by: Dogstar Telephone Co.

Title: President

Dogstar Telephone Co.
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6. Customers paying their monthly phone payment with a credit or debit card will be charged a transaction fee of \$2.50.
7. Customers will be assigned a due date that is based on their actual turn-on date. Customers paying their monthly phone payments five (5) days after their due date will be charged a \$5.00 late fee.
8. Customers requesting to move their telephone service to a new service address will be charged a \$15.00 move fee.
9. Customers wishing to make changes to their telephone number or listing will be charged a \$10.00 fee.
10. Prices are effective ten (10) days after SDPUC Certificate of Authority effective date.

The Definitions (Section 1) and Rules and Regulations (Section 3) are identical to the Definitions and Rules and Regulations provided by the Commission except as follows:

EXPLANATION OF SYMBOLS

- (C) To signify changed conditions or regulation.
- (D) To signify discontinued rate, regulation or condition.
- (I) To signify increase.

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- (K) To signify that material has been transferred to another sheet or place in the price list.
- (M) To signify that material has been transferred to another sheet or place in the price list.
- (N) To signify new rate, regulation, condition or sheet.
- (O) To signify no change.
- (R) To signify reduction.
- (T) To signify a change in text for clarification.

* The use of the symbol "O" shall be discretionary unless its use in the interest of clarity is evident or specifically requested by the Commission.

SECTION 1 - DEFINITIONS

Authorized User: An end user authorized by the customer to use the service.

Collect Call: A billing arrangement where a class is billed to the called station.

Commission: The South Dakota Public Utilities Commission.

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Customer: The person, firm, corporation or other entity which orders or uses service and has agreed by signature or otherwise to honor the terms of the service herein, and is responsible for the payment of rates and charges for service to call customer locations and for compliance with price list regulations.

Measured Service: The provision of intrastate long distance measured time communications telephone service to customers who access the carrier's service at its switching and call processing equipment by means of access facilities obtained from a local exchange common carrier. Carrier is responsible for arranging for the access lines.

Operator Station: A call that is completed with the assistance of an operator and billed to the calling party.

Person-to-Person: A call for which the person originating the call specifies to the operator a particular person, department or extension is to be reached. Person-to-Person charges only apply when the call is completed to the requested party or when the calling party agrees to talk to another person.

Third-Party Billing: Service option that allows a call to be billed to an account different from that of the calling or called party.

SECTION 2 - SERVICES, LOCATION, PRICES AND CHANGES

2. DESCRIPTION OF SERVICE

- a. Dogstar plans to offer local exchange telecommunications services indiscriminately to business and residential customers located in the State

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of South Dakota, excepting customers in rural areas. Exchange services include, but will not be limited to, the following:

1. A basic local exchange service option for residential customers;
2. Lifeline services
3. Emergency or 911 service

Dogstar asserts that the local exchange services that it proposes to offer will satisfy the minimum standards established by the SDPUC. Dogstar agrees to meet the minimum basic local services standards, including quality of service and billing standards, as the SDPUC requires of CLECs with which Dogstar seeks to compete.

- b. Timing of calls begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. The company does not bill for incomplete calls.

3. LOCATION OF SERVICE

- a. Dogstar Telephone Co. is located at 4795 Miller Creek Road, Missoula, Montana 59803. The company offers services to residential customers throughout the State of South Dakota.

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4. PRICES AND CHARGES

Price List Effective 3/1/2003

- a. Basic telephone service is \$49.99. This price includes:

Federal Excise Tax @ 3%

City Occupation Tax @ rate specified on end-users bill received from
Qwest

State 911 @ \$.20 per access line

Local 911 @ \$.35 per access line

TRS Excse Funds Federal ADA Requirement @ \$.14 per access line

South Dakota Telephone Assistance Program @ \$.13 per access line

- b. No deposit

- c. No installation charge.

- d. Special features:

A. Caller ID

1) One time installation fee of \$12.95 per access line.

2) Monthly rate of \$3.95 per access line.

B. Call waiting

1) One time installation fee of \$12.95 per access line.

2) Monthly rate of \$5.00 per access line.

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- C. Non-published telephone number
 - 1) One time installation fee of \$12.95 per access line.
 - 2) Monthly rate of \$4.00 per access line.

5. Charge per use features

Dogstar Telephone Co. makes every effort to block charge per use features

If we receive charges from Qwest for a charge per use feature that was used by the end user, the end user will be charged at the following rates:

- A. Directory Assistance (DA) is \$1.50 per use with no cap.
 - B. National Directory Assistance (NDA) is \$1.00 per use with no cap.
 - C. Last Call Return (LCR) is \$1.00 per use with no cap.
 - D. Continuous Redial (CR) is \$1.00 per use with no cap.
 - E. I Called Messaging (Icall) is \$1.00 per use with no cap.
 - F. 3-Way Calling (3-Way) is \$1.00 per use with no cap.
 - G. Long distance is blocked. If a long distance call is made or if a collect call is accepted the end-user will be responsible for those charges as well as the applicable tax. This includes calls from Correctional Facilities.
 - H. Call trace charge is \$2.00 per call.
6. Customers paying their monthly phone payment with a credit or debit card will be charged a transaction fee of \$2.50.
7. Customers will be assigned a due date that is based on their actual turn-on date. Customers paying their monthly phone payments five (5) days after their due date will be charged a \$5.00 late fee.

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8. Customers requesting to move their telephone service to a new service address will be charged a \$15.00 move fee.
9. Customers wishing to make changes to their telephone number or listing will be charged a \$10.00 fee.
10. Prices effective ten (10) days after SDPUC approval.

SECTION 3 - RULES AND REGULATIONS

1. ADOPTION OF RULES OR REGULATORY AUTHORITIES

- a. The rules regulating Competitive Classified Companies presubscribed by the Commission are adopted and by this reference are made a part of this price list unless otherwise waived by order of the Commission.

2. INTERCONNECTION

- a. Interconnection with the facilities or service of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. The customer is responsible for taking all necessary legal steps for interconnecting customer-provided terminal equipment or communications systems with carrier's facilities. The customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the carrier and other participating carriers shall be provided at the customer's expense.

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3. APPLICATION FOR SERVICE

- a. Application for service may be made verbally or in writing. The name(s) of the customer(s) desiring to use the service must be set forth in the application for service.

4. DEPOSITS

- a. Service is pre-paid by customer for one (1) month. In the event that a customer chooses to terminate service prior to the end of the month, the company will refund, on a pro-rated basis, the amount of pre-paid service not used.

5. PAYMENT AND BILLING

- a. Service is provided and billed on a monthly basis in advance.
- b. Initial billing for set-up and installation charges or monthly service fees will not commence for any new customer until the customer has actually been placed in service. There is no deposit or installation fee. Service commences when the customer prepays the first month's service.

* 3 days for service order processing.

- c. Billing will be payable upon receipt and past due 15 days after issuance.

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6. CANCELLATION BY CUSTOMER

- a. Cancellation of service by the customer may be made either verbally or in writing as follows:
 - i. Where an application for service is canceled by the customer prior to the start of any design work or installation of facilities, no charge applies.
 - ii. When an application which requires special design work is canceled after the design work has begun, the company may collect charges equal to the cost incurred for the associated design work to date.
 - iii. If cancellation is requested after completion of an installation, it will be treated as a discontinuance of service. Any minimum contract requirements of prescribed service will be applicable.

7. DISCONNECTION OF SERVICE BY CARRIER

- a. The carrier may discontinue for any of the following reasons:
 - i. Non-payment of bills;
 - ii. Tampering with the company's property;
 - iii. Vacation of premises by subscriber;

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- iv. Violation of rules, service agreements, or filed price list;
 - v. Use of subscriber equipment which adversely affects the company's service to its other subscribers;
 - vi. Fraudulent obtaining or use of service; or,
 - vii Unlawful use of service of use of service for unlawful purposes.
- b. Except in case of danger to life or property, fraudulent use, impairment of service, or violation of law, the carrier will, prior to disconnection, mail written notice of the pending disconnection to the subscriber. The company will not disconnect service prior to the eighth business day following mailing of the notice. In the alternative, the company may provide delivered notice and disconnect not prior to 5:00 p.m. of the next business day.

Telephone or personal contact need not be attempted when the company has attempted such contact in any two billing periods during a consecutive twelve-month period and the company has notified the subscriber in writing that telephone or personal contact will not be attempted in the future before disconnecting service.

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- c. All notices of delinquency or pending disconnection will include details pertinent to the situation and describe how the subscriber can make contact with the company to resolve any differences. All notices must accurately state amounts owing for service(s) which are subject to disconnection. A new notice will be required in cases where information is incorrect.
- d. Except in case of danger to life or property, no disconnection shall be made on Saturdays, Sundays, legal holidays, or on any other day on which the company cannot reestablish service within three (3) business days.
- e. When the company has reason to believe service is to other than the subscriber of record, the company shall undertake reasonable efforts to inform occupants of the service address of the impending disconnection. In this case, at the request of the service users, a minimum period of five (5) business days will be allowed to permit the service users to arrange for continue service.
- f. Where service is provided to a hospital, medical clinic with resident patients, or nursing home, notice of pending disconnection shall be provided to the Secretary, South Dakota Department of Social Services, as well as to the subscriber. Upon request from the Secretary of his designee, a delay in disconnection of no less than five business days from the date of notice will be allowed so that the department may take whatever steps are necessary in its view to protect the interests of the resident patients.

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- g. The company may not immediately disconnect service if the customer has met the requirements of South Dakota regarding a medical emergency.
- h. Service will not be totally disconnected while a subscriber is pursuing any remedy or appeal provided for by Commission rules, provided any amounts not in dispute are paid when due.
- i. Service will be restored when the causes of the discontinuance have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the customer have been paid as provided for in the price list of the carrier.

8. INTERRUPTION OF SERVICE

- a. The company will follow the Commission's rules in the case of major outage and/or service interruption.
- b. It is the obligation of the customer to notify the carrier of any interruptions in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission of the customer, not within the customer's control, or is not in wiring or equipment connected to the terminal of the carrier.
- c. All reported interruptions of service will be restored within two working days, excluding Sundays and holidays, except those caused by emergency situations, unavoidable catastrophes and *force majeure*.

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9. RESTORATION OF SERVICE

- a. The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities and in compliance with South Dakota statutes.

10. LIABILITY OF COMPANY

- a. Liability shall be determined in accordance with SDCL 49-13-1, 49-13-1.1 and any other applicable law.

11. TAX ADJUSTMENT

- a. The Company concurs in the Municipal Utility Occupation tax schedules of each Local Exchange Company tariff in the state of South Dakota to the extent that those local taxes are both current and applicable to the services the Company provides. This amount will be separately stated on each bill to the customer.

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By: Victoria Gordon

Issued by: Dogstar Telephone Co.

Title: President

Dogstar Telephone Co.

4795 Miller Creek Road
Missoula, MT 59803

August 12, 2003

RECEIVED

AUG 18 2003

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Public Utilities Commission
State Capitol
500 East Capitol Ave.
Pierre, SD 57501

To: Bonnie Bjork, Analyst

Re: Dogstar Telephone Co.

Enclosed is my Amended Petition for Certificate of Authority and my Amended Tariff as requested. Also enclosed is an Indemnity Bond from Dogstar Telephone Co. to the State of South Dakota. Application does not include Exhibits included in original filing.

If you have any questions, you may call me at 406-251-3975.

Yours truly,



Victoria Gordon
President, Dogstar Telephone Co.

TC03-079

RECEIVED

AUG 18 2003

STATE OF SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

In the Matter of the Petition of)
Dogstar Telephone Co.) Docket No. _____
for a Certificate of Authority to Operate)
as a Reseller of Local Exchange)
Telecommunications Services)

AMENDED PETITION FOR A
CERTIFICATE OF AUTHORITY

Pursuant to South Dakota's Telecommunications Service Rule 20:10:32:03, in support of the Petition of Dogstar Telephone Co. (hereinafter "Dogstar") for the issuance of a Certificate of Authority to provide resold local exchange telephone services in the State of South Dakota, the following information is provided:

- 1. **Applicant's Name, Address, Telephone Number, Facsimile Number, E-mail Address, and whether the Applicant is a Sole Proprietorship, Partnership, Corporation, Limited Liability Corporation, or Limited Liability Partnership.**

Victoria Gordon
4795 Miller Creek Road
Missoula, MT 59803
406-251-2498
406-728-3970
Copperfelt@aol.com
Corporation

- 2. **If a Corporation, a Listing of the Full Name and Business Address of Each Corporate Officer and Director**

Victoria Gordon, President and Director
4795 Miller Creek Road
Missoula, MT 59803

- 3. **The Name Under Which Applicant will Provide Local Exchange Services if different in Subdivision 1 of this Section:**

Dogstar Telephone Co.

4a. The Location of its Principal Office, if any, in this State and the Name and Address of its Current Registered Agent

Dogstar's Registered Agent in South Dakota is:

Marilyn Person
819 West Third Street
Pierre, SD 57501

4b. A list of shareholders owning twenty percent or more of the interest in the business.

Victoria Gordon (see address above)

4c. The State in which the Applicant is Incorporated, the Date of Incorporation, and a Copy of Its Certificate of Incorporation.

Dogstar was incorporated in the State of Montana, October 18, 2002. The Certificate of Incorporation is attached as Exhibit A.

4d. If an Out-of-State Corporation, a Copy of its Certificate of Authority to Transact Business in South Dakota from the Secretary of State.

The Certificate of Authority is attached as Exhibit B.

5. A Description of Applicant's Experience Providing any Telecommunications Services in South Dakota or in Other Jurisdictions, including the Types of Services Provided, and the Dates and Nature of State or Federal Authorization to Provide the Services.

Victoria Gordon, President of Dogstar, worked for Grizzly Telephone, a Montana Corporation and a reseller of local telephone service in Montana, Idaho, and Washington for 1-1/2 years. During this time, Ms. Gordon marketed telephone service and managed local interconnection services for customers, including sales, hookup, billing and other service obligations. Also helped counsel special-needs clients with Link-up and Lifeline Services.

6. Names and Addresses of Applicant's Affiliates, Subsidiaries, and Parent Organizations, if any:

None.

7. A List and Specific Description of the Types of Services the Applicant Seeks to Offer and the Means by Which the Services will be provided including:

7a. Information indicating the Classes of Customers the Applicant Intends to Serve.

Dogstar intends to provide local exchange telecommunications services indiscriminately to both residential and business class customers throughout the State of South Dakota. Dogstar does not intend to offer services in the rural areas

7b. Information Indicating the Extent to and Time-Frame by which Applicant Will Provide Service through the Use of its Own Facilities, the Purchase of Unbundled Network Elements, or Resale;

Dogstar plans to begin reselling local telephone service immediately upon receipt of Certificate of Authority from South Dakota.

7c. A Description of all Facilities that the Applicant will Utilize to Furnish the Proposed Local Exchange Services, including any Facilities of Underlying Carriers; and

As a reseller, Dogstar will use the facilities of the underlying carrier, in this case Qwest.

Applicant will resell the local exchange telecommunications services of facilities-based carriers offering business and residential class services throughout the State of South Dakota.

Dogstar will offer services to its subscribers through the resale of other carriers' facilities and network elements.

All facilities to be used in connection with the provisioning of the proposed services are those of the State's ILECs and, as such, are already constructed and in operation in accordance with any necessary federal and state authorizations.

Dogstar will, through interconnection with other carriers, offer 911 and enhanced 911 emergency service, directory assistance and operator-assisted dialing, and other miscellaneous services currently provided by existing local exchange carriers.

Dogstar's services will be available on a full-time basis, 24 hours a day, seven days a week. Customer service support will be available during regular business hours (9:00 am to 5:00 pm, Monday through Friday).

The quality of service that Dogstar's local exchange customers will receive will be at least equivalent to that provided by the State's ILECs. Dogstar's services will satisfy the minimum standards established by the SDPUC. Dogstar will file and maintain its tariff in the same manner and form as required of ILECs with which Dogstar seeks to compete.

7d. Information Identifying the Types of Services it Seeks Authority to Provide by Reference to the General Nature of the Service.

Dogstar plans to offer local exchange telecommunications services indiscriminately to business and residential customers located in the State of South Dakota, excepting customers in rural areas. Exchange services include, but will not be limited to, the following:

1. A basic local exchange service option for residential customers;
2. Lifeline services
3. Emergency or 911 service

Dogstar asserts that the local exchange services that it proposes to offer will satisfy the minimum standards established by the SDPUC. Dogstar agrees to meet the minimum basic local services standards, including quality of service and billing standards, as the SDPUC requires of CLECs with which Dogstar seeks to compete.

8. A Service Area Map or Narrative Description indicating with Particularity the Geographic Area Proposed to be Served by the Applicant.

Dogstar intends to provide resold local exchange telecommunications services throughout the entire State of South Dakota. Dogstar initially intends to provide local exchange telecommunications services from, to and between all exchanges in the State of South Dakota served by South Dakota's ILECs to the extent permitted by federal and state law, and by the SDPUC's rules. In connection with the approval of their current operating authority in the State of South Dakota, to the extent that the ILECs have submitted to the SDPUC maps which illustrate in detail the exact geographical area served by each ILEC, the Applicant refers the SDPUC to said maps. In as much as Dogstar intends to provide telecommunications services in all parts of the State, to the extent authorized by law, and that maps detailing the provision of telecommunications service in South Dakota are already on file with SDPUC, Dogstar respectfully requests that the SDPUC not require the Applicant to submit the same or similar maps.

9. Information Regarding the Technical Competence of the Applicant to Provide its Proposed Local Exchange Services including:

9a. A Description of the Education and Experience of the Applicant's Management Personnel who will Oversee the Proposed Local Exchange Services

As Dogstar's president will act as manager, chief operating officer and director, a current resume is attached hereto as Exhibit C.

9b. Information Regarding Policies, Personnel or Arrangements Made by the Applicant which Demonstrates the Applicant's Ability to Respond to Customer Complaints and Inquiries Promptly and to Perform Facility and Equipment Maintenance Necessary to Ensure Compliance with any Commission Quality of Service Requirements.

Dogstar understands the importance of effective customer service for local exchange consumers. Dogstar has made arrangements for its customers to call the Company at its toll-free service number . In addition, customers may contact the Company in writing at the headquarters address listed below. The toll-free number will be printed on the customers' monthly billing statements. Dogstar services will be available during regular business hours (9 a.m. to 5 p.m., Monday-Friday).

Customer complaints can be addressed to:

Dogstar Telephone Co.
4795 Miller Creek Road
Missoula, MT 59803

Customer Service support will be available during regular business hours (9 am. to 5 p.m., Monday-Friday) by calling 406-251-2498

Dogstar will not discriminate between business and residential customers when service is requested and/or provided.

Subscribers may contact Dogstar Customer Service by calling the Company at its toll-free customer service number.

10. Information explaining how the Applicant will Provide Customers with Access to Emergency Services such as 911 or Enhanced 911, Operator Services, Interexchange Services, Directory Assistance, and Telecommunications Relay Services.

Dogstar will, through interconnection with other carriers, offer 911 and enhanced 911 emergency service, directory assistance and operator-assisted dialing. Dogstar will provide this service on a prepaid basis while blocking any calls which would result in toll charges to the customer. This allows the customer to control his monthly costs and prevents unwanted charges from being added to the customer's phone bill.

Dogstar's services will be available on a full-time basis, 24 hours a day, seven days a week. Customer service support will be available during regular business hours (9:00 am to 5:00 pm, Monday through Friday).

11. Financial information including:

11a. For the most recent 12-month period, financial statements of the Applicant consisting of Balance Sheets, Income Statements, and Cash Flow Statements,

As a newly formed corporation, financial statements as above are not available. Dogstar requests that the SDPUC waive the filing of financial information. In accordance with South Dakota law and since Dogstar plans to collect advance payments from customers, Dogstar has applied for a \$25,000 bond naming the South Dakota Public Utilities Commission and the consumers of South Dakota as beneficiaries.

11b. If a Public Corporation, the Applicant's Latest Annual Report and Report to Stockholders.

Not Applicable.

12. Information detailing the Following Matters Associated with Interconnection to Provide Proposed Local Exchange Services:

12a. The Identity of All Local Exchange Carriers with which the Applicant Plans to Interconnect:

Dogstar will interconnect with Qwest Telecommunications.

12b. The Likely Timing of Initiation of Interconnection Service and a Statement as to When Negotiations for Interconnection Started or When Negotiations are Likely to Start; and

It is Qwest policy not to initiate any negotiations process prior to the application for a Certificate of Authority to the appropriate state.

12c. A Copy of any Request for Interconnection made by the Applicant to any Local Exchange Carrier.

Not applicable.

13. A Tariff or Price List Indicating the Prices, Terms and Conditions of Each Contemplated Local Service Offering:

Dogstar's tariff is attached hereto as Exhibit D.

14. Cost Support for Rates shown in the Company's Tariff or Price List for Rate or Price Regulated Non-Competitive or Emerging Competitive Services.

Because Dogstar plans to provide service to less than fifty thousand (50,000) local exchange subscribers in the State of South Dakota, cost support information for rates show in the Company's tariff or price list (for rate- or price-regulated non-competitive or emerging competitive services) should not apply.

However, all services offered by the Applicant, as detailed in its tariff attached hereto as Exhibit D, are competitive in nature. The Applicant does not offer non-competitive or emerging competitive services at this time.

- 15. A Description of How the Applicant Intends to Market its Local Exchange Services, its Target Market, Whether the Applicant Engages in Multilevel Marketing, and Copies of any Brochures that will be Used to Assist in Sale of the Services.**

Applicant intends to market its local exchange services to its target market, which consists primarily of business and residential customers, through direct marketing, direct mailings, telemarketing and yellow page and newspaper advertising. Dogstar does not engage in multilevel marketing. Copies of Dogstar brochures that will be used to assist in the marketing company services are not available as of this date.

- 16. If the Applicant is Seeking Authority to Provide Local Exchange Service in the Service Area of a Rural Telephone Company, the Date by which the Applicant Expects to Meet the Service Obligations Imposed Pursuant to § 20;10:32:15 and Applicant's Plans for Meeting the Service Obligations.**

Dogstar does not plan to provide local exchange service in the service area of a rural telephone company.

- 17. A List of the States in Which the Applicant is Registered or Certified to provide Telecommunications Services, Whether the Applicant has ever been Denied Registration or Certification in any State and the Reasons for any such Denial, a Statement as to whether or not the Applicant is in Good Standing with the Appropriate Regulatory Agency in the States Where it is Registered or Certified, and a Detailed Explanation of Why the Applicant is not in Good Standing in a Given State, if Applicable.**

Dogstar is not certified in any other state, nor has it ever been denied registration or certification in any state.

- 18. The Names, Addresses, Telephone Number, E-mail Address and Facsimile Numbers of the Applicant's Representatives to whom all Inquiries Should be Made Regarding Complaints and Regulatory Matters and a Description of how the Applicant Handles Customer Billings and Customer Service Matters.**

Victoria Gordon
4795 Miller Creek Road
Missoula, MT 59803
406-251-2498-Telephone
406-728-3970-FAX

Copperfelt@aol.com

19. Information Concerning How the Applicant Plans to Bill and Collect Charges from Customers who Subscribe to Its Proposed Local Exchange Services.

Applicant plans to bill and collect charges from customers who subscribe to its proposed local exchange services through the ILEC's that the Applicant will contract with. Dogstar will bill its customers on a monthly basis. Customer billing questions will be forwarded to a Dogstar Customer Service Representative (hereinafter "CSR") with online access to billing information. The CSR will have the authority to investigate subscriber billing issues and/or questions and make associated limited balance adjustments. If the subscriber is not satisfied with the response from the CSR, at the subscriber's request, the call will be handed off to an account supervisor for resolution. The subscriber's account will be appropriately debited or credited based upon the outcome of the discussion. If the subscriber remains unsatisfied after speaking with the account supervisor, he/she will be given the option of sending his/her written complaint to the Company's Customer Service Department for review.

20. Information Concerning the Applicants Policies Relating to Solicitation of New customers and a Description of the Efforts the Applicant Shall Use to Prevent the Unauthorized Switching of Local Service Customers by the Applicant, Its Employees or Agents.

Dogstar will not switch a customer's service without a valid Letter of Authorization (LOA) or Third-Party Verification, or prepayment of service.

21. The Number and Nature of Complaints Filed Against the Applicant with any State or Federal Commission Regarding the Unauthorized Switching of a Customer's Telecommunications Provider and the Act of Charging Customers for Services that have not been Ordered.

There are no such complaints.

22. Request for Waiver

Dogstar hereby requests a waiver of any SDPUC's rules which are not applicable.

23. Federal Identification Number

The Federal Identification Number for Dogstar is 06-1654098.

24. Other Information Requested by the Commission Needed to Demonstrate that the Applicant has Sufficient Technical, Financial, and Managerial Capabilities to Provide the Local Exchange Services it intends to Offer Consistent with the Requirements of this Chapter and Other Applicable Rules and Laws.

Dogstar's management possesses extensive management and business experience. Dogstar has the managerial experience to successfully operate as a reseller of local exchange telecommunications in the State of South Dakota. Since all Design, Installation, Maintenance and Repair of the Equipment will be handled by the ILECs, no technical expertise is required.

However, a Telecommunications Company Serving less than Fifty Thousand Local Exchange Subscribers in this State is Not Required to File Cost Support Information and its Tariffs Shall be Filed for Informational Purposes Only.

Dogstar will be serving less than fifty thousand local exchange subscribers in South Dakota.

Dogstar Telephone Co.
TARIFF (Amended May 25, 2003)
Page No. 1

Dogstar Telephone Co.
4795 Miller Creek Road
Missoula, MT 59803

Price List Effective 3/1/2003

1. Basic telephone service is \$49.99. This price includes:

Federal Excise Tax @ 3%

City Occupation Tax @ rate specified on end-users bill received from
Qwest

State 911 @ \$.20 per access line

Local 911 @ \$.35 per access line

TRS Excise Funds Federal ADA Requirement @ \$.14 per access line

South Dakota Telephone Assistance Program @ \$.13 per access line

2. No deposit

3. No installation charge.

4. Special features:

- A. Caller ID

- 1) One time installation fee of \$12.95 per access line.

- 2) Monthly rate of \$3.95 per access line.

Date Issued: 3/01/03

Effective Date: Pending Issuance of Certificate of Authority

Issued by: Dogstar Telephone Co.
Bv: Victoria Gordon

Title: President

Dogstar Telephone Co.
TARIFF (Amended May 25, 2003)

Page No. 2

B. Call waiting

- 1) One time installation fee of \$12.95 per access line.
- 2) Monthly rate of \$5.00 per access line.

C. Non-published telephone number

- 1) One time installation fee of \$12.95 per access line.
- 2) Monthly rate of \$4.00 per access line.

5. Charge per use features

Dogstar Telephone Co. makes every effort to block charge per use features

If we receive charges from Qwest for a charge per use feature that was used by the end user, the end user will be charged at the following rates:

- A. Directory Assistance (DA) is \$1.50 per use with no cap.
- B. National Directory Assistance (NDA) is \$1.00 per use with no cap.
- C. Last Call Return (LCR) is \$1.00 per use with no cap.
- D. Continuous Redial (CR) is \$1.00 per use with no cap.
- E. I Called Messaging (Icall) is \$1.00 per use with no cap.
- F. 3-Way Calling (3-Way) is \$1.00 per use with no cap.
- G. So that Dogstar Telephone Co. may protect itself from customers with proven credit risk, new customers will be requested to either voluntarily block long distance to their lines or provide a \$100 security deposit against future long distance charges. If a long distance call is made or if a collect call is accepted, the end-user will be responsible for those charges as well as the applicable tax. This includes calls from Correctional Facilities. End users choosing to voluntarily block their long distance may access

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interexchange services through the purchase of prepaid calling cards or 1-800 services.

- H. Call trace charge is \$2.00 per call.
6. Customers paying their monthly phone payment with a credit or debit card will be charged a transaction fee of \$2.50.
 7. Customers will be assigned a due date that is based on their actual turn-on date. Customers paying their monthly phone payments five (5) days after their due date will be charged a \$5.00 late fee.
 8. Customers requesting to move their telephone service to a new service address will be charged a \$15.00 move fee.
 9. Customers wishing to make changes to their telephone number or listing will be charged a \$10.00 fee.
 10. Prices are effective ten (10) days after SDPUC Certificate of Authority effective date.

Date Issued: 3/01/03

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The Definitions (Section 1) and Rules and Regulations (Section 3) are identical to the Definitions and Rules and Regulations provided by the Commission except as follows:

EXPLANATION OF SYMBOLS

- (C) To signify changed conditions or regulation.
- (D) To signify discontinued rate, regulation or condition.
- (I) To signify increase.
- (K) To signify that material has been transferred to another sheet or place in the price list.
- (M) To signify that material has been transferred to another sheet or place in the price list.
- (N) To signify new rate, regulation, condition or sheet.
- (O) To signify no change.
- (R) To signify reduction.
- (T) To signify a change in text for clarification.

* The use of the symbol "O" shall be discretionary unless its use in the interest of clarity is evident or specifically requested by the Commission.

Date Issued: 3/01/03

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Dogstar Telephone Co.
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SECTION 1 - DEFINITIONS

Authorized User: An end user authorized by the customer to use the service.

Collect Call: A billing arrangement where a class is billed to the called station.

Commission: The South Dakota Public Utilities Commission.

Customer: The person, firm, corporation or other entity which orders or uses service and has agreed by signature or otherwise to honor the terms of the service herein, and is responsible for the payment of rates and charges for service to call customer locations and for compliance with price list regulations.

Measured Service: The provision of intrastate long distance measured time communications telephone service to customers who access the carrier's service at its switching and call processing equipment by means of access facilities obtained from a local exchange common carrier. Carrier is responsible for arranging for the access lines.

Operator Station: A call that is completed with the assistance of an operator and billed to the calling party.

Person-to-Person: A call for which the person originating the call specifies to the operator a particular person, department or extension is to be reached. Person-to-Person charges only apply when the call is completed to the requested party or when the calling party agrees to talk to another person.

Third-Party Billing: Service option that allows a call to be billed to an account different from that of the calling or called party.

Date Issued: 3/01/03

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SECTION 2 - SERVICES, LOCATION, PRICES AND CHANGES

2. DESCRIPTION OF SERVICE

a. Dogstar plans to offer local exchange telecommunications services indiscriminately to business and residential customers located in the State of South Dakota, excepting customers in rural areas. Exchange services include, but will not be limited to, the following:

1. A basic local exchange service option for residential customers;
2. Lifeline services
3. Emergency or 911 service

Dogstar asserts that the local exchange services that it proposes to offer will satisfy the minimum standards established by the SDPUC. Dogstar agrees to meet the minimum basic local services standards, including quality of service and billing standards, as the SDPUC requires of CLECs with which Dogstar seeks to compete.

b. Timing of calls begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. The company does not bill for incomplete calls.

Date Issued: 3/01/03

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Issued by: Dogstar Telephone Co.
By: Victoria Gordon

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Dogstar Telephone Co.
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3. LOCATION OF SERVICE

- a. Dogstar Telephone Co. is located at 4795 Miller Creek Road, Missoula, Montana 59803. The company offers services to residential customers throughout the State of South Dakota.

4. PRICES AND CHARGES

Price List Effective 3/1/2003

- a. Basic telephone service is \$49.99. This price includes:

Federal Excise Tax @ 3%

City Occupation Tax @ rate specified on end-users bill received from Qwest

State 911 @ \$.20 per access line

Local 911 @ \$.35 per access line

TRS Excse Funds Federal ADA Requirement @ \$.14 per access line

South Dakota Telephone Assistance Program @ \$.13 per access line

- b. No deposit
- c. No installation charge.

Date Issued: 3/01/03

Effective Date: Pending Issuance of Certificate of Authority

Issued by: Dogstar Telephone Co.
By: Victoria Gordon

Title: President

Dogstar Telephone Co.
TARIFF (Amended May 25, 2003)
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d. Special features:

A. Caller ID

- 1) One time installation fee of \$12.95 per access line.
- 2) Monthly rate of \$3.95 per access line.

B. Call waiting

- 1) One time installation fee of \$12.95 per access line.
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5. Charge per use features

Dogstar Telephone Co. makes every effort to block charge per use features

If we receive charges from Qwest for a charge per use feature that was used by the end user, the end user will be charged at the following rates:

- A. Directory Assistance (DA) is \$1.50 per use with no cap.
- B. National Directory Assistance (NDA) is \$1.00 per use with no cap.
- C. Last Call Return (LCR) is \$1.00 per use with no cap.
- D. Continuous Redial (CR) is \$1.00 per use with no cap.
- E. I Called Messaging (Icall) is \$1.00 per use with no cap.
- F. 3-Way Calling (3-Way) is \$1.00 per use with no cap.

Date Issued: 3/01/03

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- G. Long distance is blocked. If a long distance call is made or if a collect call is accepted the end-user will be responsible for those charges as well as the applicable tax. This includes calls from Correctional Facilities.
 - H. Call trace charge is \$2.00 per call.
6. Customers paying their monthly phone payment with a credit or debit card will be charged a transaction fee of \$2.50.
 7. Customers will be assigned a due date that is based on their actual turn-on date
Customers paying their monthly phone payments five (5) days after their due date will be charged a \$5.00 late fee.
 8. Customers requesting to move their telephone service to a new service address will be charged a \$15.00 move fee.
 9. Customers wishing to make changes to their telephone number or listing will be charged a \$10.00 fee.
 10. Prices effective ten (10) days after SDPUC approval.

SECTION 3 - RULES AND REGULATIONS

1. ADOPTION OF RULES OR REGULATORY AUTHORITIES

Date Issued: 3/01/03

Effective Date: Pending Issuance of Certificate of Authority

Issued by: Dogstar Telephone Co.
By: Victoria Gordon

Title: President

Dogstar Telephone Co.
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- a. The rules regulating Competitive Classified Companies presubscribed by the Commission are adopted and by this reference are made a part of this price list unless otherwise waived by order of the Commission.

2. INTERCONNECTION

- a. Interconnection with the facilities or service of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. The customer is responsible for taking all necessary legal steps for interconnecting customer-provided terminal equipment or communications systems with carrier's facilities. The customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Any special interface equipment of facilities necessary to achieve compatibility between the facilities of the carrier and other participating carriers shall be provided at the customer's expense.

3. APPLICATION FOR SERVICE

- a. Application for service may be made verbally or in writing. The name(s) of the customer(s) desiring to use the service must be set forth in the application for service.

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4. DEPOSITS

- a. Service is pre-paid by customer for one (1) month. In the event that a customer chooses to terminate service prior to the end of the month, the company will refund, on a pro-rated basis, the amount of pre-paid service not used.

5. PAYMENT AND BILLING

- a. Service is provided and billed on a monthly basis in advance.
- b. Initial billing for set-up and installation charges or monthly service fees will not commence for any new customer until the customer has actually been placed in service. There is no deposit or installation fee. Service commences when the customer prepays the first month's service.

* 3 days for service order processing.

- c. Billing will be payable upon receipt and past due 15 days after issuance.

6. CANCELLATION BY CUSTOMER

- a. Cancellation of service by the customer may be made either verbally or in writing as follows:

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- i. Where an application for service is canceled by the customer prior to the start of any design work or installation of facilities, no charge applies.
- ii. When an application which requires special design work is canceled after the design work has begun, the company may collect charges equal to the cost incurred for the associated design work to date.
- iii. If cancellation is requested after completion of an installation, it will be treated as a discontinuance of service. Any minimum contract requirements of prescribed service will be applicable.

7. DISCONNECTION OF SERVICE BY CARRIER

- a. The carrier may discontinue for any of the following reasons:
 - i. Non-payment of bills;
 - ii. Tampering with the company's property;
 - iii. Vacation of premises by subscriber;
 - iv. Violation of rules, service agreements, or filed price list;

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- v. Use of subscriber equipment which adversely affects the company's service to its other subscribers;
 - vi. Fraudulent obtaining or use of service; or,
 - vii. Unlawful use of service of use of service for unlawful purposes.
- b. Except in case of danger to life or property, fraudulent use, impairment of service, or violation of law, the carrier will, prior to disconnection, mail written notice of the pending disconnection to the subscriber. The company will not disconnect service prior to the eighth business day following mailing of the notice. In the alternative, the company may provide delivered notice and disconnect not prior to 5:00 p.m. of the next business day.

Telephone or personal contact need not be attempted when the company has attempted such contact in any two billing periods during a consecutive twelve-month period and the company has notified the subscriber in writing that telephone or personal contact will not be attempted in the future before disconnecting service.

- c. All notices of delinquency or pending disconnection will include details pertinent to the situation and describe how the subscriber can make contact with the company to resolve any differences. All notices must accurately state amounts owing for service(s) which are subject to disconnection. A new notice will be required in cases where information is incorrect.

Date Issued: 3/01/03

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Issued by: Dogstar Telephone Co.
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Title: President

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- d. Except in case of danger to life or property, no disconnection shall be made on Saturdays, Sundays, legal holidays, or on any other day on which the company cannot reestablish service within three (3) business days.
- e. When the company has reason to believe service is to other than the subscriber of record, the company shall undertake reasonable efforts to inform occupants of the service address of the impending disconnection. In this case, at the request of the service users, a minimum period of five (5) business days will be allowed to permit the service users to arrange for continue service.
- f. Where service is provided to a hospital, medical clinic with resident patients, or nursing home, notice of pending disconnection shall be provided to the Secretary, South Dakota Department of Social Services, as well as to the subscriber. Upon request from the Secretary of his designee, a delay in disconnection of no less than five business days from the date of notice will be allowed so that the department may take whatever steps are necessary in its view to protect the interests of the resident patients.
- g. The company may not immediately disconnect service if the customer has met the requirements of South Dakota regarding a medical emergency.
- h. Service will not be totally disconnected while a subscriber is pursuing any remedy or appeal provided for by Commission rules, provided any amounts not in dispute are paid when due.

Date Issued: 3/01/03

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Issued by: Dogstar Telephone Co.
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- i. Service will be restored when the causes of the discontinuance have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the customer have been paid as provided for in the price list of the carrier.

8. INTERRUPTION OF SERVICE

- a. The company will follow the Commission's rules in the case of major outage and/or service interruption.
- b. It is the obligation of the customer to notify the carrier of any interruptions in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission of the customer, not within the customer's control, or is not in wiring or equipment connected to the terminal of the carrier.
- c. All reported interruptions of service will be restored within two working days, excluding Sundays and holidays, except those caused by emergency situations, unavoidable catastrophes and *force majeure*.

9. RESTORATION OF SERVICE

- a. The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities and in compliance with South Dakota statutes.

Date Issued: 3/01/03

Effective Date: Pending Issuance of Certificate of Authority

Issued by: Dogstar Telephone Co.
By: Victoria Gordon

Title: President

Dogstar Telephone Co.
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10. LIABILITY OF COMPANY

- a. Liability shall be determined in accordance with SDCL 49-13-1, 49-13-1.1 and any other applicable law.

11. TAX ADJUSTMENT

- a. The Company concurs in the Municipal Utility Occupation tax schedules of each Local Exchange Company tariff in the state of South Dakota to the extent that those local taxes are both current and applicable to the services the Company provides. This amount will be separately stated on each bill to the customer.

Date Issued: 3/01/03

Effective Date: Pending Issuance of Certificate of Authority

Issued by: Dogstar Telephone Co.
By: Victoria Gordon

Title: President

INDEMNITY BOND
To the
PEOPLE OF THE STATE OF SOUTH DAKOTA

Bond. No. 965003091

We, **DOGSTAR TELEPHONE CO.** the principal and applicant for a CERTIFICATE OF AUTHORITY, **LOCAL EXCHANGE** telecommunications services within the State of South Dakota, and **LIBERTY MUTUAL INSURANCE COMPANY, 175 BERKELEY STREET, BOSTON, MA 02117** as an admitted surety insurer, bind ourselves unto the Public Utilities Commission of the State of South Dakota and the consumers of South Dakota as Obligee, in the sum of \$25,000.00. The liability of the Surety hereunder shall in no event exceed the penal sum of this bond as stated above, regardless of the number of years the bond shall continue in force

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

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

Dated this 22ND day of JULY, 2003
To be effective this 22ND day of JULY, 2003

DOGSTAR TELEPHONE CO.
MISSOULA, MONTANA

Countersigned this 6th day of

August, 2003
Countersigned for South Dakota
By [Signature]
Resident Agent

By _____
(Title)

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS

By [Signature]
MARK S. NICHOLLS, ATTORNEY-IN-FACT

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

1148139

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **JOHN D. LEAF, MARK S. NICHOLLS, CHRIS JERMUNSON, BILLY JOE BOLT, JENNY TAUB-SMITH, BETH A. WINDOM, JAMIE M. ROE, MICHAEL E. DEPNER, ROSE ST. CLAIR, ALL OF THE CITY OF GREAT FALLS, STATE OF MONTANA...**

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **THIRTY-FIVE MILLION AND 00/100******* DOLLARS (\$ **35,000,000.00*******) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Timothy C. Mulloy, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 7th day of January, 2003

LIBERTY MUTUAL INSURANCE COMPANY

By Timothy C. Mulloy
Timothy C. Mulloy, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 7th day of January, 2003, before me, a Notary Public, personally came Timothy C. Mulloy, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal:
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2005
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 22ND day of JULY, 2003



By John F. X. Hee
John F. X. Hee, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call

**NOTICE FROM SURETY REQUIRED BY
TERRORISM RISK INSURANCE ACT OF 2002**

In accordance with the Terrorism Risk Insurance Act of 2002 (referred to hereinafter as the "Act"), this disclosure notice is provided for surety bonds on which one or more of the following companies is the issuing surety: Liberty Mutual Insurance Company; Liberty Mutual Fire Insurance Company; LM Insurance Corporation; The First Liberty Insurance Corporation; Liberty Insurance Corporation; Employers Insurance Company of Wausau (formerly "EMPLOYERS INSURANCE OF WAUSAU A Mutual Company"); Peerless Insurance Company; and any other company that is a part of or added to the Liberty Mutual Group for which surety business is underwritten by Liberty Bond Services (referred to collectively hereinafter as the "Issuing Sureties").

NOTICE FORMS PART OF BOND

This notice forms part of surety bonds issued by any one or more of the Issuing Sureties.

DISCLOSURE OF PREMIUM

The premium attributable to any bond coverage for "acts of terrorism" as defined in Section 102(1) of the Act is Zero Dollars (\$0.00).

**DISCLOSURE OF FEDERAL PARTICIPATION
IN PAYMENT OF TERRORISM LOSSES**

The United States will reimburse the Issuing Sureties for ninety percent (90%) of any covered losses from terrorist acts certified under the Act exceeding the applicable surety deductible.



Bob Sahr, Chair
Gary Hanson, Vice-Chair
Jim Burg, Commissioner

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

500 East Capitol Avenue
Pierre, South Dakota 57501-5070
www.state.sd.us/puc

Capitol Office
(605) 773-3201
(605) 773-3809 fax

Transportation/Warehouse
(605) 773-5280
(605) 773-3225 fax

Consumer Hotline
1-800-332-1782

August 18, 2003

Ms. Victoria Gordon
President
Dogstar Telephone Co.
4795 Miller Creek Road
Missoula, MT 59803

Re: Dogstar Telephone Co.
Docket TC03-079

Dear Ms. Gordon:

As per our telephone conversation of August 18, 2003, enclosed you will find the original indemnity bond which has not been signed by Dogstar Telephone Co. Please sign it at your convenience and return it to us.

Thank you.

Very truly yours,

Delaine Kolbo
Legal Secretary

Enc.

TC03-079

Dogstar Telephone Co.

4795 Miller Creek Road
Missoula, MT 59803

August 26, 2003

RECEIVED

AUG 29 2003

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Public Utilities Commission
State Capitol
500 East Capitol Ave.
Pierre, SD 57501

To: Delaine Kolbo, Legal Secretary

Re: Dogstar Telephone Co.

Thank you for your letter of August 18 concerning my bond. Enclosed is the signed Indemnity Bond from Dogstar Telephone Co. to the State of South Dakota

If you have any questions, you may call me at 406-251-3975.

Yours truly,

Victoria Gordon

Victoria Gordon
President, Dogstar Telephone Co.

TC03-079
RECEIVED

AUG 29 2003

INDEMNITY BOND
To the
PEOPLE OF THE STATE OF SOUTH DAKOTA

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Bond No. 965003091

We, **DOGSTAR TELEPHONE CO.** the principal and applicant for a CERTIFICATE OF AUTHORITY, **LOCAL EXCHANGE** telecommunications services within the State of South Dakota, and **LIBERTY MUTUAL INSURANCE COMPANY, 175 BERKELEY STREET, BOSTON, MA 02117** as an admitted surety insurer, bind ourselves unto the Public Utilities Commission of the State of South Dakota and the consumers of South Dakota as Obligee, in the sum of \$25,000.00. The liability of the Surety hereunder shall in no event exceed the penal sum of this bond as stated above, regardless of the number of years the bond shall continue in force

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

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

Dated this 22ND day of JULY, 2003
To be effective this 22ND day of JULY, 2003

*Original bond is
in Delaine's bottom
desk drawer.*

Countersigned this 6th day of
August, 2003
Countersigned for South Dakota
By [Signature]
Resident Agent

**DOGSTAR TELEPHONE CO.
MISSOULA, MONTANA**

By [Signature]
(Title)

**LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS**

By [Signature]
MARK S. NICHOLLS, ATTORNEY-IN-FACT

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

1148139

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **JOHN D. LEAF, MARK S. NICHOLLS, CHRIS JERMUNSON, BILLY JOE BOLT, JENNY TAUB-SMITH, BETH A. WINDOM, JAMIE M. ROE, MICHAEL E. DEPNER, ROSE ST. CLAIR, ALL OF THE CITY OF GREAT FALLS, STATE OF MONTANA...**

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **THIRTY-FIVE MILLION AND 00/100** DOLLARS (\$ **35,000,000.00**) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Timothy C. Mulloy, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 7th day of January, 2003

LIBERTY MUTUAL INSURANCE COMPANY



By Timothy C. Mulloy
Timothy C. Mulloy, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 7th day of January, 2003, before me, a Notary Public, personally came Timothy C. Mulloy, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2005
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 22ND day of JULY, 2003



By John F. X. Hee
John F. X. Hee, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call

**NOTICE FROM SURETY REQUIRED BY
TERRORISM RISK INSURANCE ACT OF 2002**

In accordance with the Terrorism Risk Insurance Act of 2002 (referred to hereinafter as the "Act"), this disclosure notice is provided for surety bonds on which one or more of the following companies is the issuing surety: Liberty Mutual Insurance Company; Liberty Mutual Fire Insurance Company; LM Insurance Corporation; The First Liberty Insurance Corporation; Liberty Insurance Corporation; Employers Insurance Company of Wausau (formerly "EMPLOYERS INSURANCE OF WAUSAU A Mutual Company"); Peerless Insurance Company; and any other company that is a part of or added to the Liberty Mutual Group for which surety business is underwritten by Liberty Bond Services (referred to collectively hereinafter as the "Issuing Sureties").

NOTICE FORMS PART OF BOND

This notice forms part of surety bonds issued by any one or more of the Issuing Sureties.

DISCLOSURE OF PREMIUM

The premium attributable to any bond coverage for "acts of terrorism" as defined in Section 102(1) of the Act is Zero Dollars (\$0.00).

**DISCLOSURE OF FEDERAL PARTICIPATION
IN PAYMENT OF TERRORISM LOSSES**

The United States will reimburse the Issuing Sureties for ninety percent (90%) of any covered losses from terrorist acts certified under the Act exceeding the applicable surety deductible.

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

IN THE MATTER OF THE APPLICATION OF)	ORDER GRANTING
DOGSTAR TELEPHONE CO. FOR A)	CERTIFICATE OF
CERTIFICATE OF AUTHORITY TO PROVIDE)	AUTHORITY
LOCAL EXCHANGE SERVICES IN SOUTH)	
DAKOTA)	TC03-079

On April 30, 2003, the Public Utilities Commission (Commission) received an application for a certificate of authority from Dogstar Telephone Co. (Dogstar).

Dogstar proposes to provide local exchange telecommunications services to both residential and business class customers throughout the state of South Dakota. A proposed tariff was filed by Dogstar.

On May 1, 2003, the Commission electronically transmitted notice of the filing and the intervention deadline of May 16, 2003, to interested individuals and entities. No petitions to intervene or comments were filed and at its regularly scheduled September 16, 2003, meeting, the Commission considered Dogstar's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to a continuous \$25,000 surety bond, and subject to rural safeguards.

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 Dogstar has met the legal requirements established for the granting of a certificate of authority. Dogstar has, in accordance with SDCL 49-31-71, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota.

The Commission approves Dogstar's application for a certificate of authority, subject to a continuous \$25,000 surety bond, and subject to rural safeguards. The certificate of authority for Dogstar 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 Dogstar choose to provide local exchange services statewide, with respect to rural telephone companies, Dogstar 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 Dogstar's application for a certificate of authority to provide local exchange services is granted, subject to a continuous \$25,000 surety bond; and it is

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

FURTHER ORDERED, that the Commission shall authorize Dogstar to offer its local exchange services in South Dakota, except in those areas served by a rural telephone company.

Dated at Pierre, South Dakota, this 23rd day of September, 2003.

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.
By: <u><i>Hildine Kolbo</i></u>
Date: _____
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

Robert K. Sahr

ROBERT K. SAHR, Chairman

Gary Hanson

GARY HANSON, 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. TC03-079

This is to certify that

DOGSTAR TELEPHONE CO.

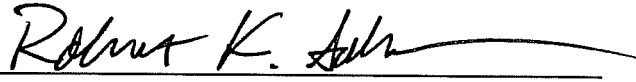
is authorized to provide local exchange services in nonrural areas in
South Dakota.

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 23rd day of September, 2003.

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**




ROBERT K. SAHR, Chairman


GARY HANSON, Commissioner