

TCOD - 201

TC00-201

NOW COMMUNICATIONS, INC.

R. SCOTT SEAB, ESQ.
VICE PRESIDENT
REGULATORY AFFAIRS

REGULATORY OFFICES
711 SOUTH TEJON STREET, SUITE 201
COLORADO SPRINGS, CO 80903

TELEPHONE (719) 531-6000
FACSIMILE (719) 531-6187
EMAIL: rs@nowcommunications.com

RECEIVED

DEC 12 2000

December 11, 2000

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

South Dakota Public Utilities Commission
William Bullard, Jr., Exec. Director
State Capitol Building
500 E Capitol Avenue
Pierre, SD 57501-5070

Via Federal Express

Re: Application of NOW Communications of South Dakota, Inc. for a Certificate of Authority to Provide Resold Local Exchange and Interexchange Services

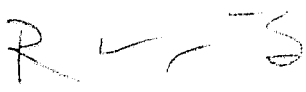
Dear Mr. Bullard:

On behalf of NOW Communications of South Dakota, Inc., I enclose herewith for filing an original and ten copies of its Application for a Certificate of Authority to Provide Resold Local Exchange and Interexchange Services. A check is also enclosed in the amount of \$250 for the interexchange filing fee.

An extra copy of this cover letter and a pre-addressed, stamped envelope, are also enclosed. Please date-stamp the copy and return to me.

Please do not hesitate to contact me if any additional information is required.

Sincerely,



R. Scott Seab
Vice President - Regulatory Affairs

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE
STATE OF SOUTH DAKOTA

In the Matter of the Application of
NOW Communications of South
Dakota, Inc. for a Certificate of Authority
to Provide Local Exchange and
Intrastate Interexchange Services

Docket No. _____

Pursuant to the requirements set forth in Sections 49-31-1 through 49-31-89, NOW Communications, Inc. ("NOW") submits the following information to this Commission:

Form of Business

NOW Communications of South Dakota, Inc. is a C-corporation wholly-owned by NOW Communications, Inc., a privately-held C-corporation, and is domiciled in the State of Mississippi. Both were incorporated in the State of Mississippi. For simplicity, NOW Communications of South Dakota, Inc. will be referred to in this application as "NOW".

Principal business address: Effective January 1, 2001, the principal business address will be 2000 Newpoint Place Parkway, Suite 900, Lawrenceville, GA 30043. Telephone number: (678) 442-9253; fax, (678) 442-0684. NOW's domiciliary address is 713 Country Place Drive, Jackson, MS 39208-6619, and current business address is 1695 High Street, Suite B, Jackson, MS 39202. Telephone number: (601) 949-7500; fax, (601) 969-6656. There is currently not a business address in South Dakota.

Legal office and address for all inquiries relating to this application and future regulatory matters: R. Scott Seab, Vice President - Regulatory Affairs, NOW Communications, Inc., Regulatory Offices, 711 South Tejon Street, Suite 201, Colorado Springs, CO 80903. Telephone number: (719) 633-3059; fax, (719) 623-0287. Email: rss@nowcommunications.com.

A copy of NOW's application for and granting of certificate of authority to operate in South Dakota is attached to this application as **Exhibit 1**. The application indicates NOW's FEIN as well. NOW's registered agent for service in South Dakota is the CT Corporation System, 319 S. Coteau St., Pierre, SD 57501.

The information regarding officers, directors, and shareholders is attached to this application as **Exhibit 2**.

Proposed Telecommunications Services

NOW provides only competitive residential basic local exchange service on a total service resale basis pursuant to resale agreements with the ILECs; specifically, Qwest f/k/a U.S. West, Inc., in South Dakota. NOW and Qwest have filed a negotiated Resale

Agreement with this Commission, bearing Docket No. TC00-078. All services currently provided by NOW are on a switchless resale basis; NOW owns no switching, transmission, and/or signaling systems used in the provisioning of telecommunications services to the public. All residential retail services offered by Qwest for resale to competing carriers may be offered.

NOW resells long distance services from major facilities-based carriers certificated in every state and by the Federal Communications Commission.

911 Information: As a switchless reseller, the underlying facilities-based incumbent local exchange carrier's network is used for 911 service.

Service Territory

NOW proposes to provide service in the same exchanges operated by Qwest in the cities of Pierre, Rapid City, and Sioux Falls. A map depicting the service area is attached to this application as **Exhibit 3**. NOW's proposed service areas will mirror exactly those service areas of the ILEC, Qwest, which has detailed descriptions on file; accordingly, NOW requests that it not be required to provide additional maps or descriptions of the exchanges.

NOW proposes to provide prepaid long distances statewide.

Financial Information and Request for Interconnection

Financial information is attached to this application as **Exhibit 4**. NOW requests that the Commission treat this information as confidential and accordingly, the information is so stamped and provided in a separate envelope.

Copies of the request for interconnection to and response from U.S. West, Inc. are attached to this application as **Exhibit 5**.

Tariff Filings

NOW's proposed initial tariff is attached to this application as **Exhibit 6**.

Representatives for Customer and Regulatory Contacts

NOW's Customer Service contact is Mrs. Lynn Jennings, telephone (888) 565-1011, located at 1695 High Street, Suite B, Jackson, MS 39205. Effective January 1, 2001, her office will be located at 2000 Newpoint Place Parkway, Suite 900, Lawrenceville, GA 30043; the toll free number remains the same.

NOW's contact for regulatory matters is R. Scott Seab, VP - Regulatory Affairs, NOW Communications, Inc., Regulatory Offices, 711 South Tejon Street, Suite 201, Colorado Springs, CO 80903. Telephone: (719) 633-3059.

Customer Billing and Service Matters

NOW maintains an in-house customer service center with approximately 60 full-time representatives. NOW also performs all billing functions in-house. In order to maintain the highest quality and control over these matters, NOW does not utilize third-party sources for customer service or billing functions.

List of the States in which Applicant is Certified

NOW Communications of South Dakota, Inc. is not certified to provide local exchange service in any state, nor has it ever applied for such authority until the instant application.

However, NOW Communications, Inc. is certified (and has never been denied such certification by any state) to provide local exchange and, where regulated, interexchange services, in the following states:

AL, AR, AZ, CA, CO, DC, FL, GA, ID, IL, IN, KS, KY, LA, MD, MI, MS, MO, MT, NE, NV, NH, NJ, NY, NC, OK, OR, PA, RI, SC, TN, TX, UT, VA, WI, WV and WY.

Nearly 80% of NOW Communications, Inc.'s current customers reside in AL, FL, GA, LA, MS and SC.

Additionally, NOW Communications, Inc. has domestic and international long distance authority from, and has tariffs on file with, the Federal Communications Commission.

Marketing Information

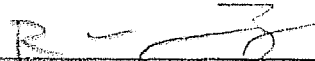
NOW's marketing in South Dakota will follow its parent's traditional passive marketing vehicles: television commercials, billboards, and newspaper advertisements that focus on providing an alternative prepaid product to the incumbent local exchange carrier. In contrast to most other CLECs, NOW does not utilize third-party marketing firms, multilevel marketing, telemarketing, or other "cold call" solicitation methods.

Additionally, since NOW Communications' customers have typically been disconnected from the ILEC for non-payment, or denied initial service due to poor or no credit, there has never been a single incident of slamming for either local or long distance services.

This completes the information provided in the application and exhibits thereto, subject to any additional information as requested by the Commission staff.

Respectfully Submitted,

NOW COMMUNICATIONS, INC.



R. Scott Seab, Esq.

Exhibit 1: Foreign Corporate Authority (application and certificate)

State of South Dakota



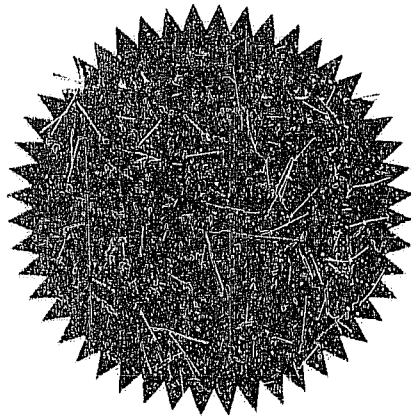
OFFICE OF THE SECRETARY OF STATE

Certificate of Authority

I, **JOYCE HAZELTINE**, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of **NOW COMMUNICATIONS OF SOUTH DAKOTA, INC. (MS)** 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 October 13, 2000.



Joyce Hazeltine
Secretary of State



Secretary of State
 State Capitol
 500 B. Capitol Ave.
 Pierre, SD 57501
 Phone 605-773-4845
 Fax 605-773-4850

FILE NO. _____

RECEIPT NO. _____

RECEIVED

OCT 17 '00

S.D. SEC. OF STATE

Application for Certificate of Authority

According to the provisions of SDCL 47-8-7, the undersigned corporation hereby applies for a Certificate of Authority to transact business in the State of South Dakota and for that purpose submits the following statement:

(1) The name of the corporation is NOW Communications of South Dakota, Inc.
 (exact corporate name)

(2) If the name of the corporation does not contain the word "corporation", "company", "incorporated" or "limited" or does not contain an abbreviation of one of such words, then the name of the corporation with the word or abbreviation which it elects to add thereto for use in this state is _____

(3) State where incorporated Mississippi Federal Taxpayer ID# 64-0874586

(4) The date of its incorporation is 06/02/2000 and the period of its duration, which may be perpetual, is perpetual.

(5) The address of its principal office in the state or country under the laws of which it is incorporated is 1625 High Street, Suite B, Jackson, MS Zip Code 39205
 mailing address if different from above is: _____ Zip Code _____

(6) The street address, or a statement that there is no street address, of its proposed registered office in the State of South Dakota is 119 S. Coteau Street, Pierre, South Dakota Zip Code 57501
 and the name of its proposed registered agent in the State of South Dakota at that address is C T Corporation System

(7) The purposes which it proposes to pursue in the transaction of business in the State of South Dakota are: (state specific purpose)
to provide telecommunications services.

(8) The names and respective addresses of its directors and officers are:

Name	Officer Title	Street Address	City	State	Zip
<u>Larry W. Nash</u>	<u>CEO/Pres/Dir</u>	<u>1695 High St Ste B</u>	<u>Jackson</u>	<u>MS</u>	<u>39205</u>
<u>Charles W. McGuffee</u>	<u>VP/Sec/Tre/Dir</u>	<u>same</u>			
<u>Steve Jennings</u>	<u>VP-MIS/Dir</u>	<u>same</u>			
<u>R. Scott Sealy</u>	<u>VP-Regulatory</u>	<u>711 S Tejon Ste 201</u>	<u>Colo Springs</u>	<u>CO</u>	<u>80903</u>

(9) The aggregate number of shares which it has authority to issue, itemized by classes, par value of shares, shares without par value, and series, if any, within a class is:

Number of shares	Class	Series	Par value per share or statement that shares are without par value
<u>1000</u>	<u>Common</u>	<u>n/a</u>	<u>One dollar</u>

13.00 The aggregate number of its issued shares, itemized by classes, par value of shares, shares without par value, and series, if any, within a class, is:

Number of shares	Class	Series	Par value per share or statement that shares are without par value
1000	Common	n/a	One Dollar

(11) The amount of its stated capital is \$ 1000.00
Shares issued times par value equals stated capital. In the case of no par value stock, stated capital is the consideration received for the issued shares.

(12) This application is accompanied by a CERTIFICATE OF FACT or a CERTIFICATE OF GOOD STANDING duly acknowledged by the Secretary of State or other officer having custody of corporate records in the state or country under whose laws it is incorporated.

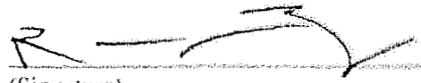
(13) That such corporation shall not directly or indirectly combine or make any contract with any incorporated company, foreign or domestic, through their stockholders or the trustees or assigns of such stockholders, or with any copartnership or association of persons, or in any manner whatever to fix the prices, limit the production or regulate the transportation of any product or commodity so as to prevent competition in such prices, production or transportation or to establish excessive prices therefor.

(14) That such corporation, as a consideration of its being permitted to begin or continue doing business within the State of South Dakota, will comply with all the laws of the said State with regard to foreign corporations.

The application must be signed, in the presence of a notary public, by the chairman of the board of directors, or by the president or by another officer.

I DECLARE AND AFFIRM UNDER THE PENALTY OF PERJURY THAT THIS APPLICATION IS IN ALL THINGS TRUE AND CORRECT.

Dated October 4, 20 00


(Signature)
Vice President - Regulatory Affairs
(Title)

STATE OF COLORADO
COUNTY OF EL PASO

I, Laurie Ann Seab, a notary public, do hereby certify that on this 5th day of October, 20 00, personally appeared before me R. Scott Seab, who, being by me first duly sworn, declared that he/she is the VP - Regulatory Affairs of NOW Communications of South Dakota, Inc., that he/she signed the foregoing document as officer of the corporation, and the statements therein contained are true.

4-27-2003
My Commission Expires


Notary Public

Notarial Seal

The Consent of Appointment below must be signed by the registered agent listed in number six.

Consent of Appointment by the Registered Agent

I, CT Corporation System, hereby give my consent to serve as the registered agent for CT Corporation System
(name of registered agent)
(corporate name)

Dated August 31, 2000

Marcia J. Sunshawa
(signature of registered agent)

Marcia J. Sunshawa, Asst. V.P.

The proper filing fee must accompany the application. Make checks payable to the Secretary of State.

FEE SCHEDULE

Authorized capital stock of	25,000	or less	\$ 90
Over \$25,000 and not exceeding	100,000		110
Over \$100,000 and not exceeding	500,000		130
Over \$500,000 and not exceeding	1,000,000		150
Over \$1,000,000 and not exceeding	1,500,000		200
Over \$1,500,000 and not exceeding	2,000,000		250
Over \$2,000,000 and not exceeding	2,500,000		300
Over \$2,500,000 and not exceeding	3,000,000		350
Over \$3,000,000 and not exceeding	3,500,000		400
Over \$3,500,000 and not exceeding	4,000,000		450
Over \$4,000,000 and not exceeding	4,500,000		500
Over \$4,500,000 and not exceeding	5,000,000		550

For each additional \$500,000, \$40 in addition to \$550.

For purposes only of computing fees under this section, the dollar value of each authorized share having a par value shall be equal to par value and the value of each authorized share having no par value shall be equal to one hundred dollars per share. The maximum amount charged under this subdivision may not exceed sixteen thousand dollars.

FILING INSTRUCTIONS:

The application must be signed, in the presence of a notary public, by the chairman of the board of directors, or its president, or any other officer. **One original and one photocopy of the application must be submitted.**

The application must be accompanied by an **original, currently dated, CERTIFICATE OF FACT** or a **CERTIFICATE OF GOOD STANDING** from the Secretary of State in the state where incorporated. A photocopy of a certificate is not acceptable. It should be dated within ninety (90) days of submitting it to our office.

South Dakota law requires every corporation to continuously maintain a resident of this state as the registered agent (number six on the application). The registered agent's address is considered the registered office address of the corporation in South Dakota. A complete street address must be listed for service of process.

The Consent of Registered Agent portion must be signed by the South Dakota registered agent.

Mail the application, certificate, and filing fee to the Secretary of State, Corporate Division, 500 E. Capitol Avenue, Pierre, SD 57501-5070. The duplicate and a Certificate of Authority will be returned for your records.

State of Mississippi

Secretary of State's Office

Eric Clark

Secretary of State
Jackson, Mississippi

CERTIFICATE OF EXISTENCE/AUTHORITY

I, ERIC CLARK, Secretary of State of the State of Mississippi, and as such, the legal custodian of the corporate records, required by the laws of Mississippi, to be filed in my office, do hereby certify:

That on June 02, 2000 the state of Mississippi issued a Charter/Certificate of Authority to:

NOW COMMUNICATIONS OF SOUTH DAKOTA, INC.

That the state of incorporation is MISSISSIPPI.

That the period of duration is Perpetual.

That according to the records of this office, Articles of Dissolution or a Certificate of Withdrawal have not been filed.

That according to the records of this office, a current Annual Report has been delivered to the Office of the Secretary of State.

I further certify that all fees, taxes and penalties owed to this state, as reflected in the records of the Secretary of State, have been paid and that the corporation is in existence and has authority to transact business in Mississippi.

Given under my hand
and seal of office
September 29, 2000



Eric Clark

ERIC CLARK,
Secretary of State

Exhibit 2: Officer, Director, and Shareholder Information

Director; CEO and President: Larry W. Seab, Sr. Mr. Seab has been a telecommunications consultant for telephone companies since 1971. His previous company, Communications Consultants, Inc., specialized in preparing rate case studies for independent telephone companies appearing before state PSC bodies. He pioneered the long distance resale industry in Louisiana in 1983 with Long Distance Savers, Inc., which was later acquired by LDS. Mr. Seab then served again as a consultant to independent telephone companies, served as Chief Financial Officer of a leading rural local exchange carrier and established a Hungarian subsidiary following Hungary's telephone privatization in 1992 and 1993. Following the passage of The Telecommunications Act of 1996, he incorporated NOW Communications, Inc. on February 29, 1996. (Business HQ address)

Director; CFO, Secretary - Treasurer: Charles McGuffee. Mr. McGuffee was a National Bank Examiner for nine years before serving as a financial officer for ten years with Telephone Electronics Corporation, Inc., an independent telephone holding company in Mississippi. (Business HQ address)

Director; CMO, Vice President, Business Development: Jim Miller. Before entering the telecommunications industry, Mr. Miller was an officer responsible for sales and marketing in 11 states with the CIGNA Corporation. (Business HQ address)

Vice President, Regulatory Affairs: R. Scott Seab. Scott has been an attorney since 1990 and has been counsel to NOW since its inception providing guidance initially on general corporate and employment matters. In November 1997, he became counsel for all state regulatory matters and was appointed to his current position in April, 1998. Address: Legal Office, 711 South Tejon Street, Suite 201, Colorado Springs, CO 80903.

Director; Vice President, Management Information Systems: Steve Jennings. Mr. Jennings came to NOW Communications from WorldCom, Inc., where he was responsible for accounts receivable reconciliation. He has been involved in accounting management and utilities for various businesses since 1979. His background includes work with electric cooperatives, cellular companies and independent telephone companies. (Business HQ address)

Director: James R. Downs. Mr. Downs was the CFO of ConferTech International from 1990 to 1996. Previously, he held senior management positions, including CFO, with U.S. West from 1983 to 1990. Address: 1105 Oakhurst Drive, Broomfield, CO 80020.

NOW Communications, Inc.

Business Headquarters:

1695 High St., Suite B
Jackson, MS 39202
(888) 565-1011
lws@nowcommunications.com

Mailing Address:

P.O. Box 807
Jackson, MS 39205

Legal Office:

711 South Tejon, Suite 201
Colorado Springs, CO 80903
(719) 633-9977
rss@nowcommunications.com

**List of Directors, Officers and Shareholders
of NOW Communications, Inc.**

<u>Name, Address, and Title</u>	<u>No. of Shares Owned</u>	<u>% Owned</u>
Larry W. Seab, CEO, Pres. and Director 713 Country Place Drive Jackson, MS 39208-6619 Phone: (601) 949-7500 Fax: (601) 969-6656 Email: lws@nowcommunications.com	296,809	29.68%
Charles W. McGuffee, CFO, Sec/Trea and Dir. 211 Lynn Lane Clinton, MS 39056 Phone: (601) 968-0002 Fax: (601) 969-7880 Email: cmc@nowcommunications.com	296,809	29.68%
James E. Miller, CMO, V. P. and Director 80 River Court Parkway Atlanta, GA 30328 Phone: (770) 396-8238 Fax: (770) 393-1811 Email: jem@nowcommunications.com	113,000	11.30%
Steve Jennings, V.P. - MIS and Director 150 Summit Ridge Brandon, MS 39042 Phone: (601) 714-7236 Fax: (601) 969-7880 Email: stjenn@nowcommunications.com	100,000	10.00%
James R. Downs, Director 1105 Oakhurst Dr. Hroomfield, CO 80020 Phone: (303) 460-8234 Fax: (303) 430-9751 Email: downs@csn.net	2,484	.25%
Three - Six Foxrot, Inc.(1)	107,516	10.75%

James R. Philp 20,382 2.04%
329 Marberry Drive
Pittsburgh, PA 15215
Ph: (412) 338-3516/799-0939
Email: hireman@aol.com

John Rogers 55,000 5.50%
P.O. Box 158
Forest, MS 39074
Fax: (888) 655-1666

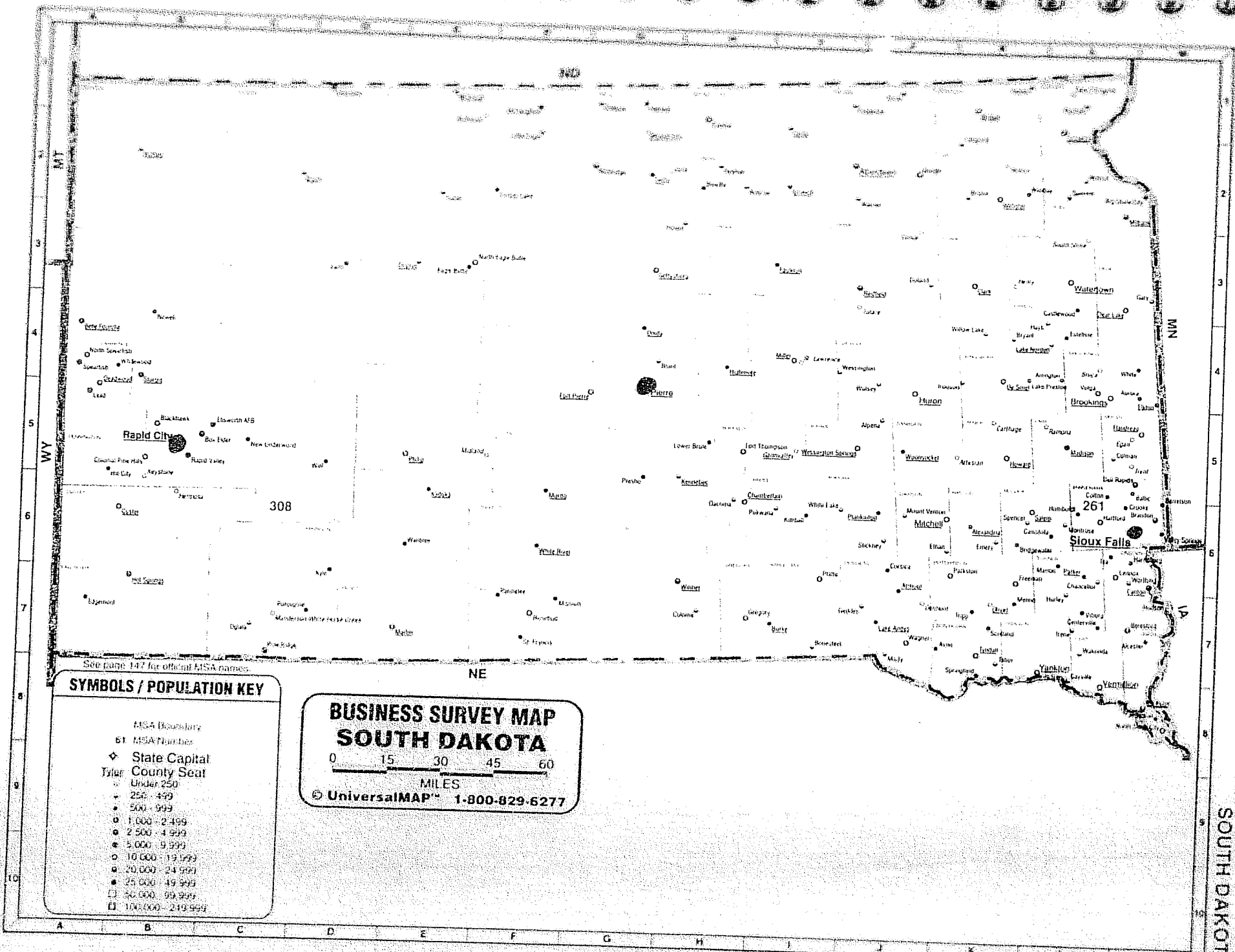
(Treasury shares: 8,000)

R. Scott Seab, VP - Reg. Affairs 0 0
711 South Tejon St., Suite 201
Colorado Springs, CO 80903
Phone: (719) 633-3059
Fax: (719) 623-0287
Email: rss@nowcommunications.com

TOTAL 992,000 100.00%

(1) Wholly-owned by James R. Downs

Exhibit 3: South Dakota Map



See page 147 for official MSA names.

SYMBOLS / POPULATION KEY

- MSA Boundary
- 61 MSA Number
- ◇ State Capital
- ◆ County Seat
- Under 250
- 250 - 499
- 500 - 999
- 1,000 - 2,499
- 2,500 - 4,999
- 5,000 - 9,999
- 10,000 - 19,999
- 20,000 - 24,999
- 25,000 - 49,999
- 50,000 - 99,999
- 100,000 - 249,999

**BUSINESS SURVEY MAP
SOUTH DAKOTA**

0 15 30 45 60
MILES

© UniversalMAP™ 1-800-829-6277

Exhibit 4: Confidential Financial Statements (in separate envelope)

Exhibit 5: Request to Qwest for Resale Agreement (and response thereto)

Scott Seab

From: Scott Seab [seab@pcisys.net]
Sent: Friday, April 07, 2000 9:25 AM
To: Ron Van Zandbergen
Cc: Jim Squyres
Subject: More Resale Agreements

Tracking:

Recipient	Read
Ron Van Zandbergen	
Jim Squyres	Read: 4/7/00 11:34 AM
rvarzan@uswest.com	Read: 4/7/00 4:32 AM

Hi Ron, I request resale agreements for the states of Idaho, Iowa, Minnesota, and South Dakota. NOW has applications pending in ID and MN and getting ready to file in IA and SD.

Thanks,

R. Scott Seab, Esq.
VP - Regulatory Affairs
NOW Communications, Inc.
711 South Tejon Street, Ste. 201
Colorado Springs, CO 80903
Phone: 719 633 3059
Efax.com: 413 431 8445

U S WEST, Inc.
CIXS
2800 East Orchard Road
Suite 250
Englewood, Colorado 80111
Phone 303-793-6606
Fax 303-793-6633
Internet bhyrne@uswest.com



Traci C. Byrne
Contract Representative
Contract Development and Services

Law Department

VIA AIRBORNE
(719) 633-3059

April 14, 2000

R. Scott Seab, Esq.
VP - Regulatory Affairs
NOW Communications, Inc.
711 South Tejon Street, Ste. 201
Colorado Springs, CO 80903

Re: Resale Agreements between U S WEST Communications, Inc. ("USW") and
NOW Communications, Inc. for the states of ID, IA, MN and SD

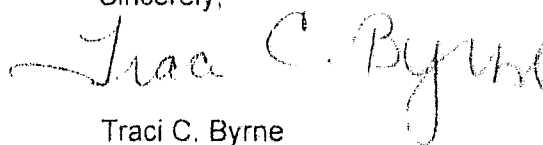
Dear Mr. Seab:

Enclosed are three original copies of each of the above-captioned Agreements for your signature. Please sign all original Agreements and overnight them to Elizabeth Stamp at 1801 California Street, Room 2410, Denver, CO 80202 by June 14, 2000. After June 14, 2000, USW may rescind its willingness to consider the Agreements' terms and conditions, and will consider that you have withdrawn from good faith negotiations. When the USW signatures are obtained, one original Agreement for each state will be returned to you for your files, one for each state will be retained for USW's files, and the third copy of each state agreement will be filed with the appropriate state commission.

Please note that USW will file the Agreements with the appropriate state commissions for approval; however, some state commissions will not approve the Agreements until the state commission certifies the Reseller. You may want to contact the appropriate state commissions to determine the requisite filing guidelines.

If you have any questions, please feel free to call Ron Van Zandbergen on 402-422-3938 or me on 303-793-6606.

Sincerely,


Traci C. Byrne

Enclosures (4x3)



Exhibit 6: Proposed Tariff

Schedule of Rates, Rules and Regulations
Governing Resale of Local Exchange and Interexchange Services
Provided in the State of South Dakota

OFFERED BY

NOW Communications, Inc.

Business Office:
2000 Newpoint Place Parkway, Suite 900
Lawrenceville, GA 30043

Phone: 1-888-565-1011

Issued:

R. Scott Seab, Esq.
Vice President - Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

Effective:

SYMBOLS

Whenever tariff sheets are revised, changes will be identified by the following symbols:

- (C) To signify a change in regulation.
- (D) To signify deleted or discontinued rate, regulation or condition.
- (I) To signify a change resulting in an increase to a customer's bill.
- (M) To signify material moved from or to another part of tariff with no change in text, rate rule or condition.
- (N) To signify new rate, regulation, condition or sheet.
- (R) To signify a change resulting in a reduction to a customer's bill.
- (T) To signify change in text but no change in rate, rule or condition.

Issued:

R. Scott Seab, Esq.
Vice President - Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

Effective:

TABLE OF CONTENTS

TITLE PAGE 1

SYMBOLS 2

TABLE OF CONTENTS 3

TARIFF FORMAT SHEET 5

1 TECHNICAL TERMS AND ABBREVIATIONS 6

2 RULES AND REGULATIONS 11

 2.1 Undertaking of the Company 11

 2.2 Responsibility and Use 12

 2.3 Transmission 12

 2.4 Interconnection 12

 2.5 Equipment 12

 2.6 Title 13

 2.7 Customer Premises 13

 2.8 Non-Routine Maintenance and Installation 13

 2.9 Interruption 13

 2.10 Service Commencement and Acceptance 13

 2.11 Minimum Service Period 14

 2.12 Service Order Cancellation 14

 2.13 Billing and Payments 14

 2.14 Customer Cancellation of Service 15

 2.15 Deposits 16

 2.16 Taxes 16

 2.17 Denial without Notice 16

 2.18 Denial with Notice 17

 2.19 Restoration of Services 18

 2.20 Limitation of Liability 19

 2.21 Disclaimer 20

 2.22 Indemnification 20

Issued:

Effective:

R. Scott Seab, Esq.
Vice President – Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

2.23	Indemnification by Customer	23
2.24	Credits and Credit Allowances	24
2.25	Local Calling Area	25
2.26	Access to Telephone Relay Service	26
2.27	Compliance	27
2.28	Force Majeure	28
2.29	Full Force and Effect	29
2.30	Cooperation	30
2.31	Governing Law	31
2.32	Assignment	32
2.33	Operator Services	33
3	DESCRIPTION OF SERVICES	34
3.1	Resold Local Exchange Service	34
3.2	Directory Listing Services	35
3.3	911 Emergency Service	36
4	RATES	37
4.1	Return Check Charge	37
4.2	Reconnection Fee	38
4.3	Promotions	38
4.4	Rates for Resold Local Exchange Services	39
4.5	Directory Assistance	39
4.6	IntraLATA Toll Dialing Parity	40
5	EXCHANGE SERVICE AREAS	41

Issued:

R. Scott Seab, Esq.
Vice President - Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

Effective:

TARIFF FORMAT SHEET

A. Page Numbering. Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.

B. Page Revisions Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 34 cancels the 3rd revised Page 34. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the tariff page in effect. Subscriber should consult the check page for the page currently in effect.

C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).1.
- 2.1.1.A.1.(a).1.(i)
- 2.1.1.A.1.(a).1.(i)(1)

Issued:

R. Scott Seab, Esq.
Vice President – Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

Effective:

1 TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used throughout this Tariff are defined below.

Access Code

"Access Code" means a sequence of numbers that, when dialed, connects a Customer to the Carrier associated with that sequence.

Authorized User

"Authorized User" means a person, firm, company, corporation, or other entity who is authorized by the Customer to take Service under this Tariff.

Automatic Number Identification (ANI)

"Automatic Number Identification" or "ANI" refers to the calling telephone number identification which will be forwarded to the Carrier's network by the Local Exchange Company ("LEC") as a call is placed. Feature Group D interconnections are used to gain access to a Carrier's switched telecommunications service.

Carrier

"Carrier" means a communications common carrier authorized by the Commission or the FCC to provide communications service to the public.

Commission

"Commission" means the state commission in which this tariff is filed.

Connection Fee

"Connection fee", also "Processing Fee", means the fee charged to the Company by the Underlying Carrier and the fee charged by the Company to the Customer to connect the Customer to the local switched network.

Credit(s)

"Credit(s)" has the meaning set forth in Section 2.24 hereof.

Issued:

R. Scott Seab, Esq.
Vice President -- Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

Effective:

1 Technical Terms and Abbreviations (cont.)

Credit Allowances

"Credit Allowances" has the meaning set forth in Section 2.24 hereof.

Customer

"Customer" means the person, firm, company, corporation, or other entity who, pursuant to a Service Order orders Service(s) under this Tariff. Customer shall include both residential and business customers.

FCC

"FCC" means the Federal Communications Commission.

Governmental Authority

"Governmental Authority" means any judicial, administrative, or other federal, state or municipal governmental authority (including without limitation the Commission and the FCC) having jurisdiction over the Company or the provision of Services hereunder.

Holidays

"Holidays" means all Company-specified holidays: New Year's Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

Interruption

"Interruption" means the disruption of, or removal of a circuit from, Service such that the Service becomes unusable by subscriber for a continuous period of thirty (30) minutes or more.

Local Calling

"Local calling" means a completed call or telephone communication between a calling station and any other station within the local service area of the calling station.

Issued:

R. Scott Seab, Esq.
Vice President - Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

Effective:

1 Technical Terms and Abbreviations (cont.)

Local Access and Transport Area ("LATA")

"Local Access and Transport Area" ("LATA") means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which an LEC provides communications service.

Local Exchange Carrier ("LEC")

"LEC" means any person that is engaged in the provision of local exchange service or exchange access service. However, such term does not include any person insofar as such person is engaged in the provision of commercial mobile radio service.

Local Service Area

"Local service area" means that area within which a customer to exchange service can make telephone calls at exchange rates. A local service area may consist of one or more central office or exchange areas.

Minimum Service Period

"Minimum Service Period" (or "MSP") means the minimum period of time during which Customer takes local service under this Tariff, which is 30 days.

Non-recurring Charges

"Non-recurring Charges" means the one-time initial charges for service or facilities, including but not limited to charges for processing and installation, for which the Customer becomes liable at the time the application for service is executed and paid.

Other Providers

"Other Providers" means any carriers or other service providers, whose services or facilities are connected to the Services.

Performance Failure

"Performance Failure" means any disruption, degradation, or failure of Service, including without limitation any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.

Issued:

R. Scott Seab, Esq.
Vice President - Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

Effective:

1 Technical Terms and Abbreviations (cont.)**Prepaid Residential Telecommunications Service ("Prepaid Service")**

"Prepaid Residential Telecommunications Service" ("Prepaid Service") is resold basic local telecommunications services, including local calling ("dialtone"), for which the Company will not perform consumer credit checking or application screening. Under Prepaid Service the Company will not require a deposit from the customer. This term shall also have the meaning set for in Section 3.1 hereof.

Processing Fee

"Processing Fee" means a fee charged by the Company at the time service is ordered to process the customer's application for local service, also called a Service Order. It includes the connection fee.

Recurring Charge

"Recurring charge" means the monthly charges to the Customer for services, facilities, and/or equipment which continue for the agreed upon duration of service.

Regulation(s)

"Regulation(s)" means any and all law(s), rule(s), regulation(s), (including without limitation those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or any other Governmental Authority or which arise under any federal, state or local statute, utility code, or ordinance, and which are applicable to the Services or to any provision of this Tariff.

Resale Tariff(s)

"Resale Tariff(s)" means the tariff(s) of one or more Underlying Carriers.

Scheduled Interruption

"Scheduled Interruption" means an Interruption which has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

Service(s)

"Service(s)" means the Company's regulated, communications common carrier service(s) provided under this Tariff.

Issued:

R. Scott Seab, Esq.
Vice President - Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

Effective:

1 Technical Terms and Abbreviations (cont.)

Service Commencement Date

"Service Commencement Date" means either (i) the first day following the date on which the Company notifies the Customer that the requested Service is available for use, (ii) in the event Customer lawfully refuses to accept such Service, the date of Customer's acceptance of such Service, or (iii) another, mutually agreed upon date.

Service Order

"Service Order" means (i) an agreement between the Company and Customer, or (ii) a Company designated form used from time to time by Customer for purposes of ordering Services hereunder.

Sign Up Fee

Same as "Processing Fee".

Subscriber

"Subscriber" means a [person, firm, company, corporation, or other entity who is authorized by the Customer to use Service under this Tariff.

Termination (Terminate)

"Termination" (or "Terminate") means discontinuance of (to discontinue) Services, either at Customer's request, or by the Company in accordance with Regulations.

Underlying Carrier(s)

"Underlying Carrier(s)" means the LEC(s) or other Carrier(s) whose services are resold by the Company pursuant to this Tariff.

Issued:

R. Scott Seab, Esq.
Vice President - Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

Effective:

2 **RULES AND REGULATIONS**

The Company is a reseller of regulated local and interexchange services. The Services described in Section 1 of this Tariff are provided to Customers by the Company pursuant to one or more applicable resale agreements which are on file with, and have been approved by, the Commission.

2.1 **Undertaking of the Company**

2.1.1 **Obligation to Provide Service.** The Company shall exercise its best efforts to provide Services to Subscribers pursuant to the terms and conditions of this Tariff. The Company shall exercise reasonable efforts to make such Services available for Subscribers' use on either the installation date set for in a Service Order (or, if no date is specified) as soon as practicable after execution of a Service Order, subject to Customer's compliance with Regulations. In addition to the Service Order, Customer shall also execute such other documents as the Company may reasonably require. In the event of a conflict or inconsistency between (i) the terms of a Service Order (or of any other document executed by the Customer) and (ii) those of this Tariff, the latter shall govern. The Service Order becomes a contract upon the establishment of service or provision of any ordered facilities.

2.1.2 **Conditions to Company's Obligations.** The obligations of the Company to provide Services are subject to the following: (i) availability, procurement, construction, and maintenance of facilities required to meet the Service Order; (ii) the provision of Services to the Company for Resale by the Underlying Carrier; (iii) interconnection to Other Providers' services or facilities as required; and (iv) any applicable Credit Limit.

2.1.3 **Right to Block Services.** The Company reserves the right to block Services to any Subscriber location without any liability whatsoever, in cases of bankruptcy, receivership, abandonment of services, or abnormal toll usage, on less than five days notice if necessary to protect the Company's revenues.

Issued:

Effective:

R. Scott Seab, Esq.
Vice President - Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

2.2 Responsibility and Use

- 2.2.1 Services may be used by Customer or Subscriber for any lawful purpose, twenty-four (24) hours per day, seven (7) days per week, subject to the terms and conditions set forth herein and in any applicable Service Order. Customer is solely responsible for (i) prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly prohibited.
- 2.2.2 The Customer has no property right in the telephone number or any other call number designation associated with the Company's Services. The Company may change such numbers, or the central office code designation associated with such numbers, or both, assigned to the Customer, whenever the Company, in its sole discretion, deems it necessary to do so in the conduct of its business.

2.3 Transmission

The Services are suitable for the transmission of voice, data, or other communications.

2.4 Interconnection

- 2.4.1 Services or facilities furnished by the Company may be connected with services or facilities of Other Providers subject to any technical limitations set forth in said Other Providers' tariffs (if any); provided, however, such service furnished by the Company is not part of a joint undertaking with any Other Provider.
- 2.4.2 Interconnection with the facilities or services of Other Providers is subject to (i) the availability of said Other Providers' facilities; and (ii) the applicable terms and conditions of the Other Providers' tariffs (if any). Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with Other Providers' facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of the Company and Other Providers must be provided at the Customer's sole expense.

2.5 Equipment

- 2.5.1 The Company's facilities or Services may be used with or terminated to Customer Premises Equipment ("CPE"), such as a private branch exchange, key system or pay telephone. CPE is the sole responsibility of the Customer and the Company has no responsibility whatsoever for the installation, operation, and maintenance of such CPE. The Customer is solely responsible for all costs of installing, maintaining or repairing CPE, including without limitation personnel charges, wiring costs, and costs associated with routing of electrical power, incurred in the attachment to and use of the Company's facilities or Services.
- 2.5.2 The Customer is responsible for ensuring that all attached CPE conforms to the Federal Communications Commission's registration requirements set forth in Part 68 of the Code of Federal Regulation (as amended), and the Company may discontinue the provision of Services to any location where CPE fails to conform to such Regulations.

Issued:

R. Scott Seab, Esq.
Vice President -- Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

Effective:

2.5.3 The Customer will be responsible for payment of service charges at the Company's standard hourly rates in effect from time to time for visits by Company personnel to the Customer's premises in response to any Service difficulty or trouble report determined to be caused, in whole or in part, by the use of any CPE, Services, facilities, or other equipment which is not provided by the Company.

2.6 Title

Title to any and all equipment or facilities provided by Company under this Tariff will remain in the Company.

2.7 Customer Premises

Customer shall provide, without cost to Company, all equipment, space, conduit, and electric power required to terminate the Services at the Subscriber's premises. The Customer shall arrange for the Company, or other Carriers as required, to have access to the Subscriber's premises at all reasonable times for purposes of Service installation, Termination, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while in the premises of Subscriber, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

2.8 Non-Routine Maintenance and Installation

At the Customer's request, the Company may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable additional charges based on the Company's actually incurred labor, material or other costs for such non-routine installation or maintenance.

2.9 Interruption

The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time (i) to ensure compliance by the Customer or Subscriber with Regulation (including without limitation the provisions of this Tariff), (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities, (iii) to prevent fraudulent use of or access to the Services, or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder.

2.10 Service Commencement

Billing for Services will commence as of the Service Commencement Date. The Company shall notify the Customer when Services ordered pursuant to an accepted Service Order are ready for use.

Issued:

R. Scott Seab, Esq.
Vice President - Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

Effective:

2.11 Minimum Service Period

The Minimum Service Period ("MSP") for local service will be for no less than thirty (30) days, which will automatically renew for subsequent terms of equal duration. Either the Company or the Customer may elect not to renew any MSP upon written or oral notice to the other no later than thirty (30) days prior to the expiration date of said MSP.

2.12 Service Order Cancellation and Refund of Processing Fee and MSP Recurring Charges

If a Customer cancels the Service Order, the Processing Fee and the recurring charges for the MSP are subject to refund at any time before Service is commenced pursuant to the Customer's Service Order.

2.13 Billing and Payments

2.13.1 Except as otherwise limited by Regulation, Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Subscribers, including without limitation any unauthorized, unlawful or fraudulent use or access.

2.13.2 All amounts stated on each local service monthly bill are due and payable as set out in Paragraph 2.13.4

2.13.3 Customers may pay for any service by credit card, money order, or cash at a Company authorized Agent or payment center location. Payments for service mailed to the Company must be in the form of a Money Order or Certified Check. Credit card payments are accepted by the Company by telephone.

2.13.4 Charges for Prepaid Local Service will be due on a monthly (30 days) basis, in advance. The Customer will pay each month for the service beginning 30 days after service is connected.

Issued:

R. Scott Seab, Esq.
Vice President - Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

Effective:

2.13 Billing and Payment (cont.)

2.13.5 The Company mails monthly invoices to Customers, which indicate the Customer's service and charges, plus applicable federal, state and local charges and taxes, for local service.

2.13.6 The Company will not alter the billing cycle for local service unless affected customers are sent a bill insert or other written notice explaining the alteration not less than 30 days prior to the effective date of the alteration. Such notification is not required with a Customer requests a number or billing change or when the Customer disconnects and reconnects service or transfers service from one premises to another.

2.13.7 The Company allows customers at least 14 days to pay bill charges.

The Company may set forth the following on monthly local service invoices:

- A. the number of access lines for which charges are stated;
- B. the beginning or ending dates of the billing period;
- C. the date the bill becomes delinquent if not paid on time;
- D. the unpaid balance (if any);
- E. the amount for basic service and an itemization for the amount due for toll service, if applicable, including the date and duration of each toll call;
- F. an itemization of the amount due for taxes, franchise fees, 911 surcharges (if applicable) and other surcharges as may be necessary and appropriate;
- G. the total amount due; and
- H. a telephone number where inquires may be made.

2.14 Customer Cancellation of Service

If the Customer cancels service after the date service is established, the Customer understands that the minimum term of service is 30 days, and no pro rated refund is required for the month in which service was cancelled. The Company shall have 10 days to connect service before a refund will be considered.

Issued:

R. Scott Seab, Esq.
Vice President -- Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

Effective:

2.15 Deposits

The Company does not require a deposit.

2.16 Taxes

The Customer is responsible for payment of any applicable federal, state, municipal taxes or surcharges, including without limitation franchise fees, excise taxes, sales taxes, or municipal utilities taxes. Taxes and surcharges for local Prepaid Service will be billed by the Company on Customer's invoice and are included in the flat rate monthly charge for prepaid local service. Taxes and surcharges for prepaid long distance are included in the per minute price.

2.17 Denial of Service without Notice

The Company may discontinue service without notice for any of the following reasons: hazardous conditions on customer's premises; where customer's use of the equipment adversely affects the Company's equipment or service to others; if customer tampers with equipment furnished and owned by the Company; if the customer engages in the unauthorized use of the service by any method which causes hazardous signals over the Company's network; and/or if the customer engages in a use of the service or equipment that violates the law.

Issued:

R. Scott Seab, Esq.
Vice President – Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

Effective:

2.18 Denial of Service with Notice

- 2.18.1 Service may be discontinued upon 14 days notice for any of the following reasons:
- 2.18.1.A nonpayment of an undisputed delinquent charge or increased deposit (if required);
 - 2.18.1.B failure to substantially comply with terms of regulations or a settlement agreement;
 - 2.18.1.C refusal after reasonable notice to permit inspection, maintenance or replacement of telephone utility equipment;
 - 2.18.1.D failure to comply with municipal ordinances, and/or as approved by federal or state law.
- 2.18.2 Service may not be discontinued by the Company for failure to pay charges not subject to Commission's jurisdiction unless specifically authorized in this tariff.
- 2.18.3 Residential service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the office of the Company are not available to facilitate reconnection of service or on a day immediately preceding such day.
- 2.18.4 Customers shall have at least 14 days from the rendition of a bill to pay the charges stated. NOW will provide at least 10 days written notice to Customer prior to disconnection for nonpayment.

Issued:

R. Scott Seab, Esq.
Vice President - Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

Effective:

2.19 Restoration of Local Services

The customer's telephone service is subject to suspension and disconnection for any of the reasons listed in Section 2.18. If the customer does not resolve the reason for suspension or disconnection, the customer's service will first be suspended. If service is suspended, the customer's telephone number is reserved for 21 days, and if the customer is reconnected within that time, the customer will be charged a \$10.00 restoration fee as set out in Section 4.2. If the reason for suspension has not been resolved within the 21 day period of suspension, the customer's service will be disconnected. If service is disconnected, a new telephone number will be assigned and the customer will be again required to pay a Processing Fee of \$45.00. Prior to any reconnection the customer must pay any unpaid charges that are undisputed.

Complaints Complaints regarding billings should be made to the Company either in writing to NOW Communications, Inc., 2000 Newpoint Place Parkway, Suite 900, Lawrenceville, GA 30043, or via the Company's toll-free number at (888) 565-1011. Complaints may also be directed to the South Dakota Public Utilities Commission, State Capitol Building, 500 E Capitol Avenue, Pierre, SD 57501-5070.

Issued:

Effective:

R. Scott Seab, Esq.
Vice President - Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

2.20 Limitation of Liability

- 2.20.1 Except if caused by the Company's willful misconduct or negligence, the Company's liability with respect to any claim, damages, or expense (i) brought by a Customer, Subscriber, or any other party regarding the installation, provision, preemption, termination, maintenance, repair or restoration of Service (including without limitation 911 Service and Directory Listing Service) or (ii) arising from any Performance Failure, will in not exceed the Service charges incurred by Customer for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as Credits or Credit Allowance pursuant to the provisions of Section 2.24 hereof.
- 2.20.2 To the extent permitted by an applicable Regulation, the Company's liability for negligence will also be limited to the amount described in Section hereof.
- 2.20.3 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of Services (including 911 Service and Directory Listing Service) hereunder.
- 2.20.4 Except as caused by the Company's willful misconduct or negligence, the Company will not be liable for defacement of or damages to Subscribers' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Searches (including 911 Service and Directory Listing Service), including without limitation the installation or removal of any facilities, equipment or wiring associated therewith. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Subscribers' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the company.
- 2.20.5 Any action or claim against the Company arising from any of its alleged acts or omission in connection with this Tariff will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred.

Issued:

Effective:

R. Scott Seab, Esq.
Vice President - Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

2.21 Disclaimer

The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Underlying Carriers' or Other Providers' Performance Failure, (ii) any act or omission of any third party furnishing equipment, facilities or services to any Subscriber in connection with this Tariff or with the Services, or (iii) any other act or omission of any Other Provider, Subscriber or third party related to the use or provision of Services hereunder.

THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.

2.22 Indemnification

Subject to the limitations of liability set forth in Section 2.20 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, resulting from injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss or damage was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents, employees, subcontractors or assignees, in connection with use of the Services. The indemnifying party under this Section 2.22 shall defend the other at the others request against any such action, liability, claim or demand. The party seeking indemnification under this Section 2.22 must notify the other promptly of written claims or demands for which the indemnifying party is responsible hereunder. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in liability to the indemnified party.

Issued:

R. Scott Scab, Esq.
Vice President – Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

Effective:

2.23 Indemnification by Customer

Customer shall defend, indemnify and hold the Company (together with its officers, directors, employees, and agents) harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, arising from or in connection with:

- 2.23.1 libel or slander resulting from Subscriber's use of the Services;
- 2.23.2 any loss damage, or destruction of any property or any personal injury (including death) not due to the Company's negligence or willful misconduct and caused, directly or indirectly, from the installation, operation, or other use (or failure to use) of the Services or any Company supplied facilities (i) in combination with the service or equipment supplied by the Subscriber or any third party, or (ii) in an explosive or otherwise hazardous environment;
- 2.23.3 infringement of any patent, copyright, trademark, trade name, service mark or trade secret arising from: (i) the transmission of any material transmitted (a) by and Subscriber or (b) by any other person using the Services provided to any Subscriber, Subscriber location, or Authorization Code; or (ii) from the combination of Subscriber's use of Services with CPE or with other Subscriber-provided facilities or services; and
- 2.23.4 except as otherwise provided by applicable Regulation, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Subscribers.

Issued:

Effective:

R. Scott Senb, Esq.
Vice President – Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

2.24 Credits and Credit Allowances

- 2.24.1 Credit ("Credit(s)") to the Customer's fixed charges, if any, for Interruptions (other than Scheduled Interruptions or Interruptions caused by Other Providers for which a Credit Allowance is due the company as described in Section 2.24 hereof) which (i) exceed in the aggregate twenty-four (24) hours per month, (ii) are directly caused by the Company, and (iii) are not due to the negligence or willful misconduct of the Subscriber, its employees, subcontractors, agents, or assignees, will be applied to Customer's account with the Company. Such credits are to be calculated by multiplying the monthly recurring rate for the affected Service by the ratio that the number of hours the Interruption bears to 720 hours. (For the purpose of this computation, each month is deemed to have 720 hours). An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Each Interruption is to be considered separately for the purposes of this calculation and is being rounded to the nearest hour.
- 2.24.2 In the event of an Interruption caused by Other Providers for which a credit or allowance ("Credit Allowance") becomes due to the Company, the Company shall apply such Credit Allowance to Customer's account, less an administration fee, subject to the Company's collection of such Credit Allowance from the Underlying Carrier obligated to provide same. In no event will the Company be obligated to credit Customer any amounts in excess of any Credit Allowance allocable to Customer's Interruption(s) which Company receives from the Underlying Carrier. Any other provision of this Section 2.24 notwithstanding, Company will have no obligation to apply any credit to Customer's account for Interruptions caused by an Underlying Carrier for which no Credit Allowance is due to the Company.
- 2.24.3 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.24; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the facts, for example, that the Customer does not incur any fixed month charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services prior to the expiration of the Minimum Service Period.
- 2.24.4 For credits to a customer's prepaid long distance account for incompletes or calls incorrect numbers, the customer may contact the Company toll free (888-565-1011) to obtain account credit information.

Issued:

R. Scott Seah, Esq.
Vice President - Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

Effective:

2.25 Local Calling Area

The Company will provide Services from all exchanges of its Underlying Carrier, in conformance with that Underlying Carrier's existing local exchange boundary maps as approved by the Commission. Local exchange areas are listed in Section 5.

2.26 Access to Telephone Relay Service

Where required by the Commission, the Company will participate in telephone relay services for handicapped or hearing impaired Customers, and will comply with all regulations and requirements related thereto.

2.27 Compliance

The Company and Customer shall (and Customer shall cause Subscriber to) comply with all Regulations.

2.28 Force Majeure

The Company is excused from any Performance Failure due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes, insurrections, national emergencies, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, disconnection or unavailability (through not fault of the Company) of any Underlying Carrier's facilities or services, or any Regulation or other directive, action or request of any Governmental Authority.

2.29 Full Force and Effect

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provision of this Tariff will remain in full force and effect.

2.30 Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.31 Governing Law

This Tariff is to be governed by and construed in accordance with the rules and orders of the Commission and the laws of the State of South Dakota.

Issued:

Effective:

R. Scott Seab, Esq.
Vice President - Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

2.32 Assignment

2.32.1 By Customer. The Customer may not transfer or assign its rights or obligations associated with any Service Order without the Company's prior written consent. The Company will permit a Customer to transfer its Service to another party only upon payment of all Charges due through the date of transfer. Such a transfer will be treated as a discontinuation, followed by an installation of new Services, subject to any applicable installation or other non-recurring Charges.

2.32.2 By Company. The Company may, in accordance with Regulations, assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest.

Issued:

R. Scott Seab, Esq.
Vice President - Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

Effective:

2.33 Operator Services

Customers will have access to local operator services only within the limitations imposed by the presence of the ILEC's toll restriction and billed number screening services.

Issued:

R. Scott Seab, Esq.
Vice President – Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

Effective:

3 DESCRIPTION OF SERVICES

3.1 Resold Local Exchange Service

Resold local exchange service is provided by the Company through resale of local exchange access and local exchange service provided by an Underlying Carrier. The Company's Services consist of (i) Prepaid Service, (ii) Optional Service Features, (iii) Directory Listing Service, and (iv) 911 Service (where available).

3.1.1 Prepaid Service is a prepaid, switched, intrastate, telecommunications service which permits Customers to establish communications between two locations within the State. Prepaid Service is available only within Local Calling Area as described in Section 2.25.

3.1.1.A Prepaid Service provides a Customer with a single, voice-grade communications channel, including a telephone number and a Directory Listing. The Company's Prepaid Service permits a Customer to: (i) place calls within the Local Calling Area; (ii) access 911 Service if available in the Customer's Local Calling Area; (iii) place call to toll-free "800" or "888" telephone numbers. The Company's Prepaid Service does not permit a Customer to originate calls to direct dial (1+) or (0+) toll services; to caller-paid information services (e.g., "900", "976", "711"); or (0-) access or services. Calls to telephone numbers used for toll services and caller-paid information services will be blocked by the Company.

3.1.1.B Standard Features. Each Prepaid Service Customer is provided with only local exchange service.

3.1.1.C Optional Features. Prepaid Service Customers may select from the following optional features where available from the Underlying Carrier: (i) Call Waiting, (ii) Call Forwarding, (iii) Call Return, (iv) Caller ID, (v) Three Way Calling, (vi) Speed Dial, (vii) Unpublished Number, (viii) Voice Mail.

3.1.1.D Rates and Charges. The Company will charge a Prepaid Service Customer applicable Non-Recurring Charges, monthly Recurring Charges, and Usage Charges as specified in Section 4.4.1.

Issued:

R. Scott Seab, Esq.
Vice President - Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

Effective:

3.1 Resold Local Exchange Service (cont.)3.1.1 Optional Service Features

- 3.1.2.A Call Waiting. A tone signals the Subscriber to indicate that another call is waiting. The Subscriber can answer the second call by flashing the switchhook or by hanging up the phone.
- 3.1.2.B Call Forwarding. The Subscriber may direct incoming calls to the Customer's telephone number to be routed to a Subscriber-defined telephone number.
- 3.1.2.C Three Way Calling. The Subscriber may sequentially call up to two other Customers' telephone numbers and add the call together making a three way call.
- 3.1.2.D Unpublished Number. The Customer may refuse a listing of its name, street address, and telephone number in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.
- 3.1.2.E Speed Dial. The Subscriber may call pre-selected, pre-programmed telephone numbers by dialing a one or two-digit code.
- 3.1.2.F Call Return. The Subscriber may return the last call to the Customer's telephone number by dialing a one or two-digit code.
- 3.1.2.G Caller ID. This feature enables the customer to view on a display unit the Calling Party Directory Name and/or Number (CPN) on incoming telephone calls.

When Caller ID is activated on a customer's line, the CPN of incoming calls is displayed on the called CPE during the first long silent interval of the ringing cycle.

Per line blocking for the blocking of CPN will be available upon request, at no charge, to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers where an executive officer of the agency registers a need for blocking and provides the required certification of the Company: a) private, nonprofit, tax exempt, domestic violence intervention agencies and b) federal, state, and local law enforcement agencies. The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis but can be deactivated by the customer by dialing an access code immediately prior to placing a call.

3.1 Resold Local Exchange Service (cont.)3.1.1 Optional Service Features3.1.2.G Caller ID. (cont.)

Line blocking customers can unblock their CPN information on a per call basis, at no charge, by dialing an access code (#82 on their Touch Tone pad or 1182 from a rotary phone) immediately prior to placing a call.

A customer may prevent the delivery of their calling name and/or number to the called party by dialing an access code (#67 on the Touch Tone pad or 1167 from a rotary phone) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates blocking, the CPN will not be transmitted across the line to the called party. Instead, Calling Line Identification customers will receive an anonymous indicator. This anonymous indicator notifies the Caller ID customer that the calling party has elected to block the delivery of their name and telephone number. The blocking of CPN will not be provided on calls originating from Customer Owned Pay Telephone Service. If the Caller ID customer also subscribes to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising the caller that the called party will not accept calls whose CPN has been blocked.

Any customer subscribing to Caller ID will be responsible for the provision of a display device which will be located on the customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the customer. The Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this Tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-assisted calls.

3.1.2.H Voice Mail Feature which provides answering machine functions with remote accessibility when the customer is unable to answer incoming calls.

Issued:

Effective:

R. Scott Seab, Esq.
Vice President - Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

3.2 Directory Listing Service

3.2.1 The Company will provide Customer a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number which is designated as the Customers' main billing number, in the telephone directory published by the dominant exchange service provider in the Customer's exchange areas.

3.2.2 The Company may limit the length of any listing in the directory by the use of abbreviations when, in its sole discretion, the clearness of the listing or the identification of the Customer is not impaired thereby.

3.2.3 The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name, (ii) that contains obscenities in the name, (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party, (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory, or (v) that is more elaborate than reasonably necessary to identify the listed party. The Company will notify Customer prior to withdrawing any listing which is found to be in violation of this subpart.

3.2.4 In order for listings to appear in a directory, a Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

Issued:

R. Scott Seab, Esq.
Vice President - Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

Effective:

3.3 911 Emergency Service ("911 Service")

- 3.3.1 The Company is obligated to supply the E-911 service provider in the Company's service area (the E-911 service provider) with information necessary to update the E-911 database at the time the Company submits customer orders to the local exchange company whose service is being resold pursuant to these tariffs.
- 3.3.2 At the time the Company provides local basic service to a customer by means of the Company's own cable pair, or over any other exclusively owned facility, the Company will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 911.
- 3.3.3 The Company will be obligated to provide facilities to route calls from the end users to the proper PSAP. The Company recognizes the authority of the E-911 customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.
- 3.3.4 The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity.
- 3.3.5 The Company undertakes no responsibility to inspect or to monitor 911 Service facilities to discover errors, defects, or malfunction in 911 Service.
- 3.3.6 By dialing 911, the 911 Service calling party waives all privacy right afforded by non-listed and non-published Service to the extent that the Customer's telephone number, name, address associated with the originating station location are furnished to the Public Safety Answering Point.

Issued:

R. Scott Seab, Esq.
Vice President – Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

Effective:

4 RATES

4.1 Return Check Charge

If the Company accepts a personal check from the Customer, the Customer will be charged \$15 dollars or the applicable statutory return check charge (if any), whichever is greater, whenever a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn. The Company will not seek attorneys fees from customer for collection of nonpayment.

4.2 Reconnection Fee

A customer will be charged a fee of \$20.00 for restoration after suspension of service. If the Customer is reconnected after disconnection of service the Customer shall be assigned a new telephone number and shall pay a new Connection Fee (\$69.00, which includes the first month of service) prior to reconnection. Prior to any reconnection allowed under this Tariff the customer must pay any unpaid charges that are undisputed.

4.3 Promotions

Company may from time to time engage in special promotional service offerings designed to attract new customers or to promote existing services. Such promotional service offerings shall be subject to specific dates, time (not to exceed one year), and/or locations, and shall be subject to prior notification to and approval by the Commission.

Issued:

R. Scott Seab, Esq.
Vice President - Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

Effective:

4.4 Rates for Resold Local Exchange Services4.4.1.A Non-Recurring Charges

Directory Listing	No Charge
Sign Up/Connection/Processing Fee*	\$69.00
Account Transfer to New Address	\$69.00*
Change Existing Phone Number	\$22.50

*Includes first month of service. For customers transferring to NOW from a competing prepaid carrier, NOW will waive \$20 of the connection charge and provide \$50 in free prepaid long distance. Transferring customers must be in good standing with competing carrier.

4.4.1.B Recurring Charges

Monthly Prepaid Service	\$49.00, includes 911 charges and all applicable state and federal fees and taxes
Directory Listing	No Charge

4.4.1.C Optional Features4.4.1.C.1 Non-Recurring Charges

Set up Fee (waived if ordered with new service)	\$20.00
--	---------

4.4.1.C.2 Recurring Charges

Call Waiting	\$5.00
Call Forwarding	\$5.00
Three Way Calling	\$5.00
Unpublished Number	\$5.00
Speed Dial	\$5.00
Call Return	\$5.00
Caller ID	\$10.00
Voice Mail	\$10.00

Prepaid Long Distance Service

NOW provides prepaid long distance at a flat rate, per minute price that includes all taxes and surcharges. Calls may be placed to any domestic location (within the 48 contiguous states) at any time for the same per minute price. There is no minimum charge per call, no connection fee or charge, no monthly maintenance fee, and the time purchased never expires until used by the customer.

Per minute rate: .15 cents

Signed:

R. Scott Seab, Esq.
Vice President – Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

Effective:

Miscellaneous One-Time Fees

For any incidental charges which appear on the Company's billing from the ILEC (e.g., directory assistance, call trace, etc.), the charges are rendered to the Customer plus a handling charge equal to the incidental charge.

4.5 Directory Assistance

Customers will have access to directory assistance only within the limitations imposed by the presence of the ILEC's toll restriction and billed number screening services.

4.6 IntaLATA Toll Dialing Parity

Through an interconnection agreement with Qwest, NOW is a switchless reseller of Qwest's local exchange telecommunications services. NOW's services are provided on a prepaid basis only. All 1+ long-distance traffic on NOW's system is blocked per subscriber agreement. The only way a subscriber may make a long-distance call is to dial a toll-free number, e.g., 1-800 or 1-888, with a prepaid calling system, or have a direct billing arrangement with a 1+ long distance services company. A NOW subscriber may use any carrier's long-distance service, but they must dial a toll-free number in order to access the long-distance carrier's service. NOW permits its subscribers to use any long-distance provider's prepaid card system. A NOW subscriber will dial the same number of digits for any such prepaid long-distance card.

Issued:

Effective:

R. Scott Seab, Esq.
Vice President – Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

5 LOCAL EXCHANGE SERVICE AREAS

The Company provides resold local exchange service in every area in which Qwest is authorized to provide such service. Qwest has filed maps of its operating areas with the Commission. The Company concurs in those operating areas and maps and incorporates them herein by reference.

Issued:

R. Scott Seab, Esq.
Vice President - Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

Effective:

CONFIDENTIAL

[U]

NOW COMMUNICATIONS, INC. 7-98
711 S. TEJON, STE. 201 PH. 719-633-3059
COLORADO SPRINGS, CO 80903

82-345/1075
19202428

Mr. 1287

~~DATE~~ 12/11/00

Pay to the order of

SD PIC

\$250.00

Two hundred fifty & 00/100

The BANK at BROADMOOR

155 LAKE AVENUE (719) 633-2695
501 SOUTH TEJON
COLORADO SPRINGS, CO 80906

VOID

signature fee

R. J.

⑆ 107003463⑆ 10 202428⑈ 1287

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of December 7, 2000 through December 13, 2000

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

CONSUMER COMPLAINTS

CT00-113 **In the Matter of the Complaint filed by FSST Social Services, Flandreau, South
Dakota, against Ionex Communications North, Inc. Regarding Poor Service.**

The Complainant indicates that Ionex did not provide services as requested. The Complainant
requests imposition of penalties.

Staff Analyst: Leni Healy
Staff Attorney: Kelly Frazier
Date Docketed: 12/11/00
Intervention Deadline: N/A

CT00-114 **In the Matter of the Complaint filed by FSST Social Services, Flandreau, South
Dakota, against MCI WorldCom Regarding Unauthorized Switching of
Services.**

The Complainant indicates that MCI WorldCom was not authorized to provide telecommunications
services to FSST Social Services. The Complainant requests imposition of penalties.

Staff Analyst: Leni Healy
Staff Attorney: Kelly Frazier
Date Docketed: 12/11/00
Intervention Deadline: N/A

CT00-115 **In the Matter of the Complaint filed by FSST Social Services, Flandreau, South
Dakota, against Telecom*USA Regarding Unauthorized Switching of Services.**

The Complainant indicates that Telecom*USA was not authorized to provide telecommunications
services to FSST Social Services. The Complainant requests imposition of penalties.

Staff Analyst: Leni Healy
Staff Attorney: Kelly Frazier
Date Docketed: 12/11/00
Intervention Deadline: N/A

ELECTRIC

EL00-035 **In the Matter of the Joint Request for Electric Service Territory Exception
between Southeastern Electric Cooperative, Inc. and NorthWestern
Corporation.**

On December 11, 2000, Southeastern Electric Cooperative and NorthWestern Corporation filed a
joint request for a service territory exception for service to a storage shed located in the northwest
quarter of Section 8, Range 60 West, Township 97 North in Hutchinson County. The customer is
constructing a storage shed and in order for SEC to provide electric service a line extension of
approximately 1/4 of a mile would be required. NorthWestern has facilities within 50 feet of the
proposed storage shed.

Staff Analyst: Michele Fark
Staff Attorney: Kelly Frazier
Date Submitted: 12/11/00
Intervention Deadline: 12/29/00

NATURAL GAS

KG00-000 In the Matter of the Filing by MidAmerican Energy Company for Approval of
Tariff Revisions

MidAmerican Energy Company (MidAmerican) filed revised Sales and Gas Transportation Tariff sheets with the Commission on December 11. MidAmerican is proposing changes in the areas of Contract, Group Balancing and Late Nomination - Rescheduling Service Fee, Short Critical Day Penalty, Waiver of Penalties, Change from "BTU Daily Gas Wire" to "Gas Daily" Index, and Optional Daily Balance Service. The proposed changes are anticipated to have a minimal impact on the company's revenue. A Customer Notice letter explaining the changes will be provided as an insert with customers' bills in January 2001. The company is requesting an effective date of February 1, 2001.

Staff Analyst: Heather Farney
Staff Attorney: Kelly Frazier
Date Submitted: 12/11/00
Intervention Deadline: 12/29/00

TELECOMMUNICATIONS

TC00-199 In the Matter of the Application of KMC Telecom V, Inc. for a Certificate of
Authority to Provide Interexchange Telecommunications Services and Local
Exchange Services in South Dakota.

KMC Telecom V, Inc. is seeking a Certificate of Authority to provide intrastate interexchange telecommunication services and local exchange services in South Dakota. The applicant intends to provide a full range of 1+ interexchange services including MTS, private line, WATS, toll free, ISDN and Intra relay services through resale and also intends to operate as a resold and facilities-based local exchange services provider of high-speed data transmission services, to customers to and from all points in the state of South Dakota in all areas approved for service by competitive local exchange carriers.

TC00-200 In the Matter of the Application of Access One, Inc. for a Certificate of
Authority to Provide Interexchange Telecommunications Services in South
Dakota.

Access One, Inc. is seeking a Certificate of Authority to provide intraLATA and interLATA interexchange service in the state of South Dakota. Access One, Inc. proposes to resell dedicated, toll free, calling card and directory assistance services.

Staff Analyst: Dave Jacobson
Staff Attorney: Kelly Frazier
Date Submitted: 12/11/00
Intervention Deadline: 12/29/00

TC00-201

**In the Matter of the Application of NOW Communications of South Dakota, Inc.
for a Certificate of Authority to Provide Interexchange Telecommunications
Services and Local Exchange Services in South Dakota.**

NOW Communications of South Dakota is seeking a Certificate of Authority to provide intrastate interexchange and local exchange telecommunication services in South Dakota. The applicant intends to provide basic local exchange services on a resale basis in Qwest's service territory and intends to resell long distance services from major facilities-based carriers.

Staff Analyst: Keith Senger
Staff Attorney: Kelly Frazier
Date Docketed: 12/12/00
Intervention Deadline: 12/29/00

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

NOW COMMUNICATIONS, INC.

R. SCOTT SEAB, ESQ.
VICE PRESIDENT
REGULATORY AFFAIRS

REGULATORY OFFICES
711 SOUTH TEJON STREET, SUITE 201
COLORADO SPRINGS, CO 80903

TELEPHONE (719) 633-3059
FACSIMILE (719) 633-0287
EMAIL: rss@nowcommunications.com

January 23, 2001

South Dakota Public Utilities Commission
William Bullard, Jr., Exec. Director
State Capitol Building
500 E Capitol Avenue
Pierre, SD 57501-5070

Re: Application of NOW Communications of South Dakota, Inc. for a Certificate of Authority to Provide Resold Local Exchange and Interexchange Services, Docket TC00-201 and Application for Approval of Resale Agreement, Docket TC00-078

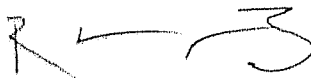
Dear Mr. Bullard:

My company has decided to re-focus its energies on its existing markets rather than developing new markets at this time. Accordingly, please consider this letter as a request to withdraw the subject applications.

Two extra copies of this cover letter and a pre-addressed, stamped envelope, are also enclosed. One copy is for the resale agreement docket. Please date-stamp the other copy and return to me.

Please do not hesitate to contact me if any additional information is required.

Sincerely,



R. Scott Seab
Vice President - Regulatory Affairs

CC via email:
Jim Squyres, Qwest

RECEIVED

JAN 29 2001

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

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

IN THE MATTER OF THE APPLICATION OF)	ORDER PERMITTING
NOW COMMUNICATIONS OF SOUTH)	WITHDRAWAL OF
DAKOTA, INC. FOR A CERTIFICATE OF)	APPLICATION AND
AUTHORITY TO PROVIDE INTEREXCHANGE)	CLOSING DOCKET
TELECOMMUNICATIONS SERVICES AND)	
LOCAL EXCHANGE SERVICES IN SOUTH)	TC00-201
DAKOTA)	

On December 12, 2000, NOW Communications of South Dakota, Inc. (NOW) filed an application with the Public Utilities Commission (Commission) for a certificate of authority to operate as a telecommunications company within the state of South Dakota.

On January 29, 2001, NOW requested that its application for a certificate of authority be withdrawn.

At its regularly scheduled February 6, 2001, meeting, the Commission considered this matter. The Commission has jurisdiction over this matter pursuant to SDCL 49-31-3 and ARSD Chapter 20:10:24. The Commission found that NOW's request to withdraw its request for a certificate of authority is reasonable and closed the docket. It is therefore

ORDERED, that NOW shall be permitted to withdraw its request for a certificate of authority, and it is further

ORDERED, that this docket is closed.

Dated at Pierre, South Dakota, this 13th day of February, 2001.

CERTIFICATE OF SERVICE
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.
By: <u>Aldine Kalko</u>
Date: <u>2/14/01</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner