

LAW OFFICES
RITER, MAYER, HOFER, WATTIER & BROWN, LLP

Professional & Executive Building
319 South Coteau Street
P.O. Box 280
Pierre, South Dakota 57501-0280
www.riterlaw.com

TC 02-031
RECEIVED

MAR 29 2002

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

OF COUNSEL:
Robert D. Hofer

TELEPHONE
605-224-5825
FAX
605-224-7102

R.C. RITER (1912-1994)
E.D. MAYER
ROBERT C. RITER, Jr.
JERRY L. WATTIER
JOHN L. BROWN

March 29, 2002

Public Utilities Commission
500 E. Capitol
Pierre, SD 57501

Re: Application of V P Telecom, Inc. for a
Certificate of Public Convenience and
Necessity to Provide Competitive
Facilities-Based Local Exchange and
Interexchange Telecommunications Services
In the State of South Dakota

Dear Sir:

Herewith hand delivered are original and ten copies of
Application of V P Telecom, Inc. Also enclosed is our firm check
for \$250.00 as the filing fee. Please open a new file for this
Application.

I also provide herewith a copy of the first page of the
Application with the request that you file stamp it reflecting
today's filing.

Also, please find original and ten copies of Notice of
Appearance of the undersigned as counsel for the Applicant.
Please file that as well.

Thank you.

Very truly yours,

RITER, MAYER, HOFER, WATTIER
& BROWN, LLP

By: 

Robert C. Riter, Jr.

RCR Jr-wb

Enclosures
cc: Brad VanLeur

RECEIVED

MAR 29 2002

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

BEFORE THE STATE OF SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

APPLICATION OF)
)
V P TELECOM, INC.)
)
FOR A CERTIFICATE OF PUBLIC)
CONVENIENCE AND NECESSITY TO)
PROVIDE COMPETITIVE) NOTICE OF APPEARANCE
FACILITIES-BASED LOCAL EX-)
CHANGE AND INTEREXCHANGE)
TELECOMMUNICATIONS SERVICES IN)
THE STATE OF SOUTH DAKOTA.)

PLEASE TAKE NOTICE that the undersigned, Robert C. Riter, Jr. of Riter, Mayer, Hofer, Wattier & Brown, LLP of Pierre, South Dakota, enters his appearance on behalf of V P Telecom, Inc. in the above entitled action, and requests notice, by copy, of all matters.

DATED at Pierre, South Dakota this 29th day of March, 2002.

RITER, MAYER, HOFER, WATTIER & BROWN, LLP

By: [Signature]
Robert C. Riter, Jr.
A member of said firm
319 S. Coteau - P. O. Box 280
Pierre, SD 57501-0280
Attorneys for V P Telecom, Inc.

MAR 29 2002

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

BEFORE THE
STATE OF SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION

APPLICATION OF)
)
V P TELECOM, INC.)
)
FOR A CERTIFICATE OF PUBLIC)
CONVENIENCE AND NECESSITY TO)
PROVIDE COMPETITIVE)
FACILITIES-BASED LOCAL EX-)
CHANGE AND INTEREXCHANGE)
TELECOMMUNICATIONS SERVICES IN)
THE STATE OF SOUTH DAKOTA.)

APPLICATION

VP Telecom, Inc. (hereinafter referred to as "VP Telecom", "Applicant" or "Company"), hereby files its application for the Commission to grant it a Certificate of Authority to Provide Interexchange Telecommunications Services and Facilities-Based Local Exchange Services in the State of South Dakota pursuant to SDCL Chapter 49-31 and particularly SDCL 49-31-3 and 49-31-69. VP Telecom proposes to offer facilities-based local exchange services to consumers in the State of South Dakota utilizing combinations of unbundled network elements ("UNEs"), specifically the unbundled network elements platform ("UNE-P") and resale products purchased from the incumbent local exchange provider. At some future date the Company may expand in facilities-based services via its own equipment; however, at the present time, the Company intends to concentrate upon provisions of resale of through UNE combinations.

Initially, VP Telecom will focus on providing local and long distance services to business customers; however, services

will be available to residential consumers as well. The goal will be to bring a full range of competitive telecommunications choices to consumers in the State of South Dakota.

In support of its application, VP Telecom provides the following information:

I. THE APPLICANT

1. The name, principal office address, telephone number, facsimile number and email address of Applicant and the name utilized as the provided of services are as follows:

VP Telecom, Inc.
1321 East 39th St. N. Suite B
Sioux Falls, SD 57104
Telephone: (605) 373-9336
Fax: (605) 373-9355
Toll Free: (866) 834-7837
E-mail: bvanleur@msn.com

2. VP Telecom, Inc. is a corporation. The full name and business address of each corporate officer and director and the only shareholders is as follows:

Brad VanLeur, President
1321 Parkview Pl.
Brandon, SD 57005

Michael Powers, Vice President
3408 W. Norrie
Sioux Falls, SD 57106

3. VP Telecom, Inc. was incorporated on December 20, 2000 according to the laws of the State of South Dakota and a certified copy of its Certificate of Incorporation is attached hereto as Exhibit A and incorporated herein by this reference.

4. The name and address of the corporation's current registered agent is as follows:

John C. Quaintance
100 N. Phillips Ave.
P. O. Box 2208
Sioux Falls, SD 57101
(605) 339-1000

5. Currently VP Telecom, Inc. is not certified to provide telecommunications services in the United States. The company plans on seeking a Certificate of Authority in other states, however, at this time no other applications are pending.

6. The Applicant has no affiliates, subsidiaries or parent organization.

II. TYPES OF SERVICES

7. A. VP Telecom, Inc. intends to operate as a provider of local exchange and long distance telecommunications services in the State of South Dakota. The Company is committed to providing a full range of competitive telecom services to both business and residential consumers, however, VP Telecom plans to focus its marketing efforts toward business customers.

B. At this time VP Telecom is uncertain of the time frame by which it will provide services through the use of its own facilities, the purchase of unbundled network elements, or resale; however, it does intend to begin operation of the unbundled network elements platform and resale products purchased from the incumbent local exchange provider upon receiving its Certificate of Authority therefor.

C. At this time the Applicant does not intend to utilize any of its own facilities to furnish the proposed local exchange services, but rather will rely upon existing facilities.

D. VP Telecom seeks authority from the Commission to provide a full range of facilities-based local and long distance telecommunications services. The company intends to market all forms of fixed and dedicated telecommunications services, through employees and sales agents. As necessary, a list of employees or agents will be forwarded to the Commission after they are hired or contracted.

E. The Company does not plan to market prepaid calling cards, operator services or telemarket.

III. SERVICE AREA

8. As to the scope of its initial operations, VP Telecom proposes to operate in those areas of South Dakota approved by the Commission for the provision of competitive local exchange services and the Company respectfully requests permission to concur in the service area maps of Qwest throughout the State, already on file with the Commission. VP Telecom is currently negotiating an interconnection agreement with Qwest.

The Company will submit its agreements and company tariffs, pursuant to the Company's procedures once they become available.

IV. TECHNICAL COMPETENCE OF APPLICANT

9. Company will herein demonstrate to the Commission that it is well qualified managerially, technically and financially to provide competitive telecommunication services for which authority is requested in the application.

A. VP Telecom's management team includes individuals with substantial experience in the successful development and operation of a telecommunications business. The Company is managed by persons with technical expertise in interexchange and CLEC networks. Further details regarding the business and operational experience of VP Telecom's officers and management are provided in Exhibit B attached hereto and incorporated herein by this reference.

B. VP Telecom will assist customers with billing questions between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Customer service representatives will also be available to assist customers with other questions and product offerings at the Applicant's principal office and the number provided therefore. VP Telecom will work with customers to resolve any billing questions or complaints in a satisfactory manner. Applicant intends to bill and collect charges on a monthly basis for the charges incurred prior to the billing.

C. Service and maintenance issues will be dealt with 24 hours a day, seven days a week, by calling toll-free at (866) 834-7837, and the Applicant is in the process of insuring quality service technicians will be available to respond to issues upon commencement of operations.

10. The Applicant will provide customers with access to emergency services through Qwest wholesale services.

11. As provided separately under seal as Exhibit C, the balance sheets and income statement of VP Telecom reflects

that the corporation has access to sufficient capital to fund the development and maintenance of its telecommunications operations in South Dakota. The corporation does not have prior financial statements, balance sheets, income statements or cash flow statements and has not yet provided any annual report to its stockholders, nor has it submitted a formal report to shareholders.

12. Applicant intends to enter into interconnection agreements with Qwest, which negotiations will commence immediately, to include initiation of interconnection services in the near future.

V. PROPOSED TARIFF

13. All of the proposed local exchange services offered by VP Telecom in South Dakota will be provided pursuant to the terms and conditions set forth in the Company's local exchange tariff. This tariff will be provided after successfully negotiating an interconnection agreement with Qwest. At this time no rates are accordingly available to be included within any tariff.

14. Cost support for rates on the tariff have not yet been developed.

VI. DESCRIPTION OF HOW APPLICANT INTENDS TO MARKET ITS LOCAL EXCHANGE SERVICE

15. VP Telecom intends to market local exchange services by its trained sales personnel. Direct sales will be conducted and marketed to small businesses initially. VP Telecom

does not intend to use multi-level marketing. Company brochures will be developed after successful negotiations are completed with local exchange carriers.

16. Applicant does not seek authority to provide local exchange service in service areas of rural telephone companies.

17. Applicant has not yet been granted a Certificate of Authority in another state. There have been no complaints filed against VP Telecom within the state or regulatory commission regarding the unauthorized switching of a customer's telecommunications provider or the act of charging customers for services that have not been ordered. Applicant has never been denied registration or certification in any state.

18. Written inquiry from regulatory agencies and others will be handled by management of the company. Written complaints will be promptly reviewed, researched and responded to in a reasonable time.

19. Applicant intends to bill its customers on a monthly basis and does not intend to require deposits or offer prepaid calling cards.

20. Applicant's policies regarding solicitation of new customers and a description of efforts Applicant shall use to prevent unauthorized switching of local service customers are as follows:

A. Applicant intends to focus marketing efforts toward business customers, personal contacts, direct mail and direct sales employees and agents.

B. Those selling products will be trained to prevent unauthorized switching of local service customers.

VI. WRITTEN REQUESTS FOR WAIVE OF RULES

21. No complaints have been filed against Applicant in any other states for unauthorized switching or charging customers for services that have not been provided.

22. Applicant requests that the Commission waive the requirement as to ARSD 20:10:24:02(6), (7), (8), (11) and (12) and ARSD 20:10:32:03(7), (8), (10), (11), (13) and (14).

23. The federal tax identification number of VP Telecom is 46-0459512.

VIII. STATEMENT OF COMPLIANCE

24. The Applicant agrees to abide by all applicable statutes, orders, rules and regulations entered and adopted by the Commission for competitive local carriers in South Dakota. The Company will allow its local exchange customers to obtain interlata and intralata long distance service from other toll carriers as well as local operator services and directory assistance services from other providers on a non-discriminatory basis. Where the Company offers a service in a particular exchange, the Company will offer that service on a non-discriminatory basis to all customers in that exchange. The Company will provide its local customers with a local calling area that is at least as large in scope as the calling area of the incumbent local exchange carrier in the area.

IX. PUBLIC INTEREST CONSIDERATIONS

25. Approval of this Application will serve the public interest and result in direct benefits to local and long distance customers in South Dakota. The Company will excel in outstanding customer service and provide packaged services that are affordable and unique to the telecommunications industry.

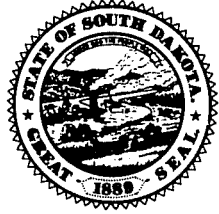
WHEREFORE, VP Telecom, Inc. respectfully petitions the Commission for a Certificate of Public Convenience and Necessity to provide competitive facilities-based local exchange and interexchange telecommunications services in the State of South Dakota.

Respectfully submitted this 28th day of March, 2002.

VP TELECOM, INC.

By: Brad VanLeur President
Brad VanLeur, President

State of South Dakota

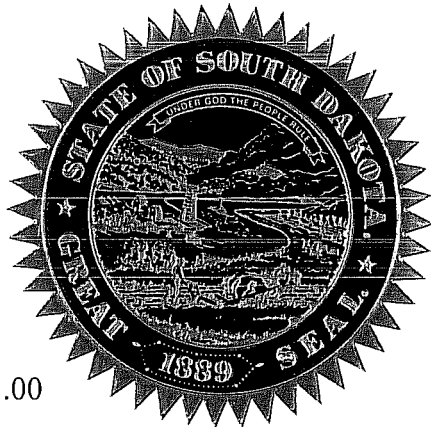


OFFICE OF THE SECRETARY OF STATE

Department of State

United States of America, }
 } Secretary's Office
State of South Dakota }

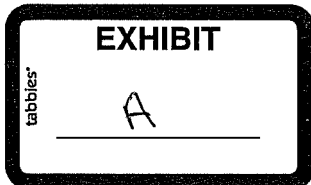
This is to certify that the attached instrument of writing is a true, correct and examined copy of the Articles of Incorporation for VP TELECOM, INC. filed in this office on December 20, 2000.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the state of South Dakota at the city of Pierre, the capital, this March 20, 2002.

Joyce Hazeltine
Secretary of State

Fees, \$11.00



State of South Dakota

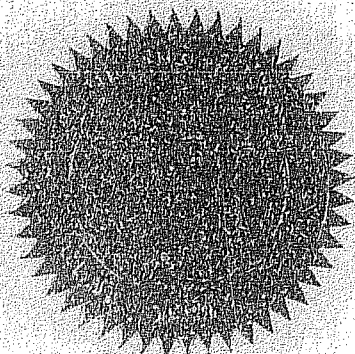


OFFICE OF THE SECRETARY OF STATE

Certificate of Incorporation Business Corporation

I, **JOYCE HAZELTINE**, Secretary of State of the State of South Dakota, hereby certify that the Articles of Incorporation of **VP TELECOM, INC.**, duly signed and verified, pursuant to the provisions of the South Dakota Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY, and by virtue of the authority vested in me by law, I hereby issue this Certificate of Incorporation and attach hereto a duplicate of the Articles of Incorporation.



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 December 20, 2000.

Joyce Hazeltine
Secretary of State

Filed this 26th day of Dec 20 1992
J. Paul Fitzgerald
SECRETARY OF STATE

RECEIVED
0101306 0921
DEC 21 1992

S.D. SEC. OF STATE

ARTICLES OF INCORPORATION

OF

VP Telecom, Inc.

I the undersigned natural person of the age of twenty-one (21) years or more, acting as Incorporators of a Corporation under the South Dakota Business Corporation Act, adopt the following Articles of Incorporation for such Corporation:

ARTICLE I

The name of the Corporation is:

VP Telecom, Inc.

ARTICLE II

The period of its duration is perpetual.

ARTICLE III

The Corporation is organized for the purpose of conducting a cellular telecommunications business and any business incidental or related thereto. The Corporation is also organized to conduct such other businesses or business activities considered necessary, appropriate or desirable by the Board of Directors of the Corporation. With respect to the foregoing purposes and all other purposes not prohibited by the laws of the State of South Dakota, the Corporation is authorized (1) to make, enter into, and execute any and all agreements deemed necessary or appropriate by the Board of Directors of the Corporation, including, but not limited to, agreements to borrow or loan money; (2) to construct, own, purchase, maintain, operate, sell, lease, or dispose of real and personal property; (3) to associate with or employ other individuals or entities; (4) to enter into partnerships, joint ventures, and other business or charitable associations or activities; and (5) to do all other things necessary, appropriate, desirable, subsidiary, or contingent for putting into effect, maintaining, and conducting the purposes of the Corporation and to accomplish all other purposes not prohibited by the laws of the State of South Dakota from being conducted by a corporation.

0101306 0921

0101306 0921
11/2/01

ARTICLE IV

The aggregate number of shares which the Corporation shall have authority to issue is one thousand (1,000), each share having a par value of One Hundred Dollars (\$100.00).

ARTICLE V

The Corporation will not commence business until at least One Thousand Dollars (\$1,000.00) has been received by it as consideration for the issuance of shares.

ARTICLE VI

No Shareholder shall have the preemptive right to acquire additional or Treasury Shares of the Corporation.

ARTICLE VII

All provisions for the regulation of the internal affairs of the Corporation will be established in Bylaws as adopted, from time to time, by the Board of Directors.

ARTICLE VIII

The address of the initial Registered Office of the Corporation is Suite 600, Security Bank Building, 100 North Phillips Avenue, P.O. Box 2208, Sioux Falls, South Dakota 57104-6725 (57101-2208), and the name of its initial Registered Agent at such address is John C. Quaintance.

ARTICLE IX

The number of Directors constituting the initial Board of Directors of the Corporation is two (2), and the names and addresses of the persons who are to serve as Directors until the first Annual Meeting of Shareholders or until his or her successor is elected and shall qualify, are:

<u>NAME</u>	<u>ADDRESS</u>
Michael C. Powers	3408 West Nemo Place Sioux Falls, SD 57106

0101306 0921
11/12/01

Brad VanLear

1321 Parkview Place
Brandon, SD 57005

ARTICLE X

The name and address of the Incorporator is:

NAME

ADDRESS

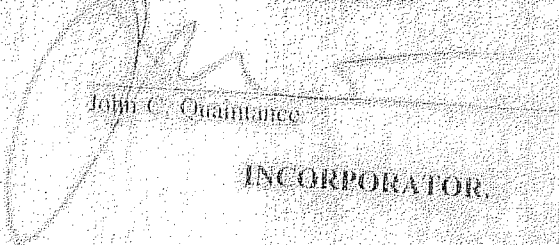
John C. Quaintance

48337 253rd Street
Garettson, SD 57030

ARTICLE XI

These Articles may be amended in the manner authorized by law at the time of the Amendment.

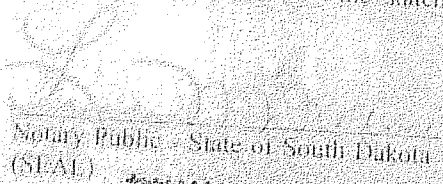
Executed in duplicate on the 18th day of December, 2000.


John C. Quaintance
INCORPORATOR.

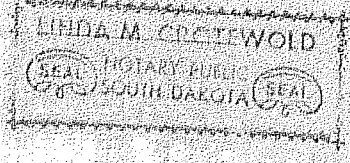
State of South Dakota

County of Minnehaha

I, **LINDA M. GROTEWOLD**, a Notary Public, hereby certify that on the 18th day of December, 2000, personally appeared before me, **JOHN C. QUAINANCE**, who being by me first duly sworn, declared that he is the person who signed the foregoing document as Incorporator, and that the statements therein contained are true.


Notary Public - State of South Dakota
(SEAL)

My Commission Expires: _____

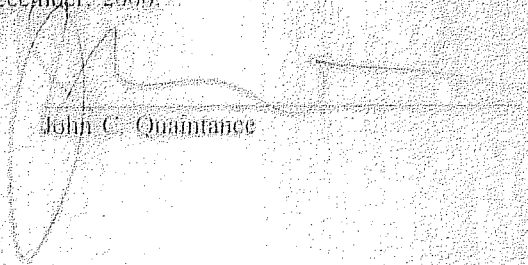


0101306 0921
1/12/01

CONSENT TO APPOINTMENT BY THE REGISTERED AGENT

I, **JOHN C. QUAINANCE**, hereby give my consent to serve as the Registered Agent for VP Telecom, Inc.

Dated this 18th day of December, 2000.



John C. Quainance

0101306 0921
11/21/01

Receipt Number 73157

File Number D8043532

ART OF INC

For


VP TELECOM INC.

Filed at the request of:

QUAINTANCE LAW OFFICE P.C.
JOHN QUAINTANCE
PO BOX 2208
SIOUX FALLS SD 57101

State of South Dakota
Office of the Secretary of State

Filed in the office of the Secretary of State on Wednesday, December 20, 2000


Secretary of State

Fee Received: \$110 1.000@5100



EXHIBIT B

BRAD VANLEUR --- PRESIDENT, VP TELECOM

Mr. VanLaur has approximately sixteen (16) years experience in the telecommunications industry. Most recently Mr. VanLaur was Vice President of Marketing and Operations Director for Advanced Communications. Advanced Communications was a Central U.S. CLEC with approximately \$100 million in Revenue. Mr. VanLaur was in charge of more than 150 personnel, including all provisioning, repair, maintenance, customer service, sales, etc.

Prior to Advanced Communications, Mr. VanLaur was Vice President and a shareholder in FirstTel, Inc. FirstTel was certified to do business as both an Interexchange and CLEC Telecommunication provided in SD, ND, IA, MN, NE and WY. During this time Mr. VanLaur was instrumental in organizing the sales, billing services and switching platform for the Interexchange Business. Mr. VanLaur also introduced Wireless resale to FirstTel and helped it to become the 5th largest reseller in the U.S. for Western Wireless. In addition, Mr. VanLaur helped FirstTel to become one of the first CLEC's approved by the Commission to do business. During this time he successfully negotiated an agreement with US West and helped US West with important input to develop a successful wholesale program.

Prior to FirstTel, Mr. VanLaur was Director of Operations in SD for LDDS/MCI WorldCom and was involved with other start-ups (Long-Lines, Tele-Tech, CompuTel and Dial-Net) all of which were Interexchange carriers in which he held positions of General Manager and Sales Manager.

With Mr. VanLeur's prior experience we hope to demonstrate to the Commission that VP Telecom has the technical and managerial experience to successfully operate a telecommunications service.

Biography
Michael C. Powers
3408 W. Norie Place
Sioux Falls, SD 57106

Michael Powers started in the communications industry in 1978 as a salesman and later sales manager for what was then known as an "interconnect company" in Sioux Falls, SD, selling key and PBX telephone systems to businesses in the local area. He remained there until 1984 when he left to take a position as general manager and part owner of a start up company called Tele-Tech Inc. in Sioux Falls, founded to provide long distance services to local businesses. After successfully establishing Tele-Tech Mr. Powers left in 1986 to found Compu-Tel, another start up company, which offered long distance, 800 services and telephone systems to companies in South Dakota. He sold Compu-Tel to Dial-Net in 1989. Mr. Powers remained active in telecommunications for several years after that providing consulting services to various telephone related companies, while branching out into the gaming business. From 1993 to 1995 he was president and CEO of Concorde Gaming of Rapid City, SD, a publicly held firm. Among other things, Concorde financed, built, and operated a successful gaming facility for the Three Affiliated Tribes in New Town, ND under his tenure. In 1997 he founded a successful gaming company in Spokane, WA. In 1998 and 1999 he served as regional operations manager for Advanced Communications, a publicly traded company based in St. Louis MO. As operations manager he supervised billing, customer service, provisioning, and human resources for Advanced Communications which provided cellular, long distance, and CLEC services for a seven state region with approximately \$30,000,000 in annual revenues.

Mr. Powers has a masters degree in business administration from the University of SD and is listed in Who's Who among outstanding American businessmen.

CONFIDENTIAL

1

RITER, MAYER, HOFER, WATTIER, & BROWN, LLP
E. D. MAYER, ROBERT C. RITER JR.,
JERRY L. WATTIER, JOHN L. BROWN

319 S. COTEAU, P.O. BOX 280
PIERRE, SD 57501-0280

33926

DATE March 29, 2002 ⁷⁸⁻⁵²/₉₁₄

PAY TO THE ORDER OF South Dakota Public Utilities Commission

\$250.00

Two Hundred Fifty and no/100 ----- DOLLARS



Security Features
Included
Details on Back.



FIRST
NATIONAL
BANK

125 West Sioux
Pierre, SD 57501
Expressline (24-Hour Banking) 800-555-6895

RITER, MAYER, HOFER, WATTIER & BROWN, LLP

MP

FOR _____

⑈033926⑈ ⑆091400525⑆ 130620⑈4⑈

LAW OFFICES
RITER, MAYER, HOFER, WATTIER & BROWN, LLP
Professional & Executive Building
319 South Coteau Street
P.O. Box 280
Pierre, South Dakota 57501-0280
www.riterlaw.com

RECEIVED

APR 02 2002

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

OF COUNSEL:
Robert D. Hofer

TELEPHONE
605-224-5825
FAX
605-224-7102

R.C. RITER (1912-1994)
E.D. MAYER
ROBERT C. RITER, Jr.
JERRY L. WATTIER
JOHN L. BROWN

April 1, 2002

Public Utilities Commission
500 E. Capitol
Pierre, SD 57501

Re: Application of V P Telecom, Inc. for a
Certificate of Public Convenience and
Necessity to Provide Competitive
Facilities-Based Local Exchange and
Interexchange Telecommunications Services
In the State of South Dakota

Dear Sir:

Enclosed herewith are original and ten copies of Notice to
Local Exchange Carriers, as well as original Certificate of
Service. Please file the same in your office.

I also enclose an additional copy of the Notice to Local
Exchange Carriers and would ask that you file stamp the same and
return it in the envelope I have provided for that purpose.

Thank you.

Very truly yours,

RITER, MAYER, HOFER, WATTIER
& BROWN, LLP

By 

Robert C. Riter, Jr.

RCR Jr-wb

Enclosures

cc: Brad VanLeur

RECEIVED

APR 02 2002

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

BEFORE THE
STATE OF SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION

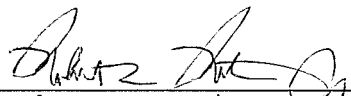
APPLICATION OF)
)
V P TELECOM, INC.)
)
FOR A CERTIFICATE OF PUBLIC)
CONVENIENCE AND NECESSITY TO)
PROVIDE COMPETITIVE)
FACILITIES-BASED LOCAL EX-)
CHANGE AND INTEREXCHANGE)
TELECOMMUNICATIONS SERVICES IN)
THE STATE OF SOUTH DAKOTA.)

NOTICE TO LOCAL EXCHANGE CARRIERS

PLEASE TAKE NOTICE that on the 29th day of March, 2002, V P Telecom, Inc., filed an Application with the South Dakota Public Utilities Commission for, among other things, authority to provide local exchange service in the geographic area in which you already hold a Certificate of Authority to provide local exchange service. This Notice to other local exchange carriers in the proposed service area is provided pursuant ARSD 20:10:32:04.

DATED this 1st day of April, 2002.

RITER, MAYER, HOFER, WATTIER
& BROWN, LLP

By: 
Robert C. Riter, Jr.
A member of said firm
319 S. Coteau - P. O. Box 280
Pierre, SD 57501-0280
Attorneys for VP Telecom, Inc.

RECEIVED

APR 02 2002

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

BEFORE THE
STATE OF SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION

APPLICATION OF)
)
 V P TELECOM, INC.)
)
 FOR A CERTIFICATE OF PUBLIC)
 CONVENIENCE AND NECESSITY TO) CERTIFICATE OF SERVICE
 PROVIDE COMPETITIVE)
 FACILITIES-BASED LOCAL EX-)
 CHANGE AND INTEREXCHANGE)
 TELECOMMUNICATIONS SERVICES IN)
 THE STATE OF SOUTH DAKOTA.)

I, Robert C. Riter, Jr., certify that a true and correct copy of Notice to Local Exchange Carriers was mailed to each of the parties listed on the attached mailing matrix, on the 1st day of April, 2002, by first class mail.



Robert C. Riter, Jr.

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

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

ink Networks, Inc.
erry Jo Grant, Regulatory Compliance Administrator
825 Swenson Drive
e. 150
ukesha, WI 53186

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

Comm South Companies, Inc.
Rick Brown
2909 N. Buckner Blvd., Ste. 800
Dallas, TX 75228

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

elphia Buisness Solutions Operations, Inc.
erry Romine, Dir. of Legal and Regulatory Affairs
e North Main Street
udersport, PA 16915

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

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

vanance TelCom, Inc.
ifford G. Rudolph, CEO
O Stony Point Road
cond Floor
anta Rosa, CA 95401

Dieca Communications, Inc. d/b/a Covad Communications Company
Dhruv Khanna, VP and Gen. Csl.
2330 Central Expressway
Santa Clara, CA 95050

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

&T Communications of e Midwest, Inc.
andra L. Hofstetter
River Park Plaza, 4th Floor
Paul, MN 55107

DSLnet Communications, LLC
Alan Boldue, VP
545 Long Wharf Drive
Fifth Floor
New Haven, CT 06511

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

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

as Communications, Ltd.
an Fudesco, Pres.
Norristown Road
e Bell, PA 19422

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

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

era Communications LLC
Bierle
O. Box 28
kton SD 57078

ckory Tech Long
tance
ll VanderSlues, Dir.
Regulatory Affairs
1 East Hichory Street
nkato, MN 56001

N Telecom, Inc.
35 Satellite Boulevard
ilding 400, Suite 300
luth GA 30096

nce J. M. Steinhart, Esq.
N Telecom, Inc.
55 East Johns Crossing
ite 285
luth, GA 60097

cegra Telecom of SD, Inc.
ren J. Johnson
orporate Regulatory
ty
545 NW Von Neumann
ive, Suite 200
averton, OR 97006

hex Communications
rth, Inc.
nneth J. Meister, CEO
10 LBJ Freeway, Ste. 215
llas, TX 75240

Voice Communications, Inc
lie Bahavar, Controller
85 E. Redfield Rd.
ite 202
ottsdale, AZ 85260-6938

C Data, LLC
ichael Duke, Director-
vernment Affairs
C Telecom Holdings Inc.
55 North Brown Road
wrenceville, GA 30043

Tricia Breckenridge, VP
Business Development
1755 North Brown Road
Lawrenceville, GA 30043

LCI International Telecom
Corp, d/b/a Qwest
Communications Services
Carol P. Kuhnnow, Mgr.
8180 Greensboro Drive
Suite 800
McLean, VA 22101

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

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

MCImetro Access Trans-
mission Services, Inc.
Randee Klindworth
Tariff Adminis-rator
8521 Leesburg Pike
Vienna, VA 22182

Leigh Ann Cox,
Regulatory Analysis
500 Clinton Center Drive
Clinton, MS 39056-5630

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

McLeod USA Telecom-
munications Services, Inc
William Heaston, Esq.
5100 S. McLeod Lane
Sioux Falls, SD 57108

Metromedia Fiber Network
Services, Inc.
Stephen A. Garofalo
Chairman & CEO
360 Hamilton Avenue
White Plains, NY 10601
Midcontinent Com. Inc.
W. Tom Simmons
5001 West 41st Street
Sioux Falls, SD 57104-
1424

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

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

New Access Com., LLC
Steven C. Clay, Pres.
120 South 6th St.
Suite 950
Minneapolis, MN 55402

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

Weatherholdings, Inc.
Rick Herke, Exec. VP
664 114th St.
Des Moines, IA 50322-5408

Northern Valley Com. LLC
Doug Eidahl, CEO
P. O. Box 320
Sioux Falls, SD 57445

NS Communications, Inc.
Kenn Stockton, Chief Csl
Lawrence Griff and Regulatory
Affairs
180 Boulder Highway
Las Vegas, NV 89121

PERA, Inc.
Magin Yesil, President
1020 N.W. 163rd Drive
Miami, FL 33169

Pathnet, Inc.
Richard A. Jalkutt,
President & CEO
1720 Sunrise Valley Dr.
Reston, VA 20141-1413

Premier Com. Group
Geoffrey May, President
10000 E. Geddes Ave.
Suite 100
Englewood, CO 80112

Premier Network Services,
Inc.
Leo A. Wrobel, Pres. &
CEO
510 N. Hampton Road
Suite 120
Des Moines, IA 50315

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

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

Sprint Com. Company LP
Julie Thomas Bowles
8140 Ward Parkway
Kansas City, MO 64114

1-800-Reconex, Inc.
Todd M. Meislahn, Pres.
2500 Industrial Ave.
P. O. Box 40
Hubbard, OR 97032

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

TeleCents Com., Inc.
Jeffrey P. Lauzon, Pres.
8615 Richardson Rd.
Suite 300
Walled Lake, MI 48390

Telera Com. Inc.
Jerry Davis
910 East Hamilton Ave.
Suite 200
Campbell, CA 95008

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

360Networks (USA) Inc.
David Love, Sen. VP
12101 Airport Way
Broomfield, CO 80021

Vartec Telecom, Inc.
Kevin Allen, Mgr. Reg-
ulatory Affairs
1600 Viceroy Drive
Dallas, TX 75235

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

Western CLEC Corp. d/b/a
Business Services by
Cellular One
Christopher Johnson
Manager, Reg. Affairs
Western Wireless Corpora-
tion
2001 NW Sammamish Road,
Ste. 100
Issaquah, WA 98027

Williams & Co Com. Inc.
Harlan E. Crouch, Pres.
P. O. Box 9400
Sioux City, IA 51102-
9400

Z-Tel Com. Inc.
Timothy Seat, Pres.
Regulatory Affairs
601 S. Harbour Island Blvd
Suite 220
Tampa, FL 33602

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

Arrival Com. Inc.
Mike Mulkey, Sr. VP -
Policy & Carrier Manage-
ment
5100 California Ave.
Suite 104
Bakersfield, CA 93309

Connect:
Carole Hamon, Sup.
Regulatory Affairs
24 W. Capitol Ave.
Suite 250
Little Rock, AK 72201

PAM Communications
Scott Scofield, CEO
P. O. Box 5200
Sioux Falls, SD 57117-5200

Sioux Falls Cable TV
Rod Carlson
3507 South Duluth Ave.
Sioux Falls, SD 57105-6452

Dakota Telecommunications
Systems, Inc.
William Heaston, Esq.
100 S. McLeod Lane
Sioux Falls, SD 57108
D.S.D. Rapid City, Inc.
Harrel K. Wangen, Pres.
410 Kings Road
Rapid City, SD 57702-7757

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

ATO Operating Two Corp.
Andrew R. Newell, Esq.
Staff Atty - Carrier
Relations
99 18th Street, Suite 2600
Denver, CO 80202-2489

Colleen Sevold
Qwest Corporation
125 South Dakota Ave.
8th Floor
Sioux Falls, SD 57194

DM Systems, Inc.
Stephen Steiner, Treas.
54 S. Main Street
New City, NY 10956

Long Distance Direct
Holdings, Inc.
Steven Lampert, Pres.
Blue Hill Plaza,
Ste. 1430
Pearl River, NY 10965

Midco Com, d/b/a Mid-
continent Com., Inc.
Jim Simmons, VP
110 S. Phillips Ave.
Sioux Falls, SD 57104-
6824

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of March 28, 2002 through April 3, 2002

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 Fax: 605-773-3809

CONSUMER COMPLAINTS

CE02-001 In the Matter of the Complaint filed by Patsy Allyn, Peever, South Dakota, against Otter Tail Power Company Regarding Billing and Tree Damage.

Complainant has several concerns about Otter Tail service. Complainant's main concern is that she feels that the billing for her usage of electricity is extremely high. Complainant also states that when the company came to trim her tree which had grown into Otter Tail's electric wires, the company did not ask her permission and the company butchered her tree. She has attempted to work with Otter Tail to resolve several issues but has been unsuccessful. Complainant requests that hefty fines be placed on Otter Tail and that she be given compensation by the company. She would like to have the company go over her bills with her since the day she began service. She feels that there should be a flat fee on her meter where she would pay only 150 no matter how much usage she used all year. She would like two locks placed on all meters with one being placed by the customer and one being placed by the company.

Staff Analyst: Mary Healy
Staff Attorney: Karen Cremer
Date Docketed: 04/02/02
Intervention Deadline: N/A

TELECOMMUNICATIONS

TC02-031 In the Matter of the Application of VP Telecom, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services and Local Exchange Services in South Dakota.

VP Telecom, Inc. is seeking a Certificate of Authority to provide interexchange and local exchange telecommunications services in South Dakota. The applicant intends to provide a full range of services on a facilities based and resale basis.

Staff Analyst: Keith Senger
Staff Attorney: Karen Cremer
Date Docketed: 03/29/02
Intervention Deadline: 04/19/02

TC02-032 In the Matter of the Application of Midstate Telecom, Inc. for Approval of Extension of Time of Exemption from Developing Company Specific Cost-Based Switched Access Rates.

On April 24, 2001 the Commission granted Midstate Telecom, Inc (Midstate) a Certificate of Authority to provide local exchange services and granted Midstate a one year exemption from establishing company specific cost-based switched access rates. On April 2, 2002, Midstate filed for a three year exemption from filing cost-based switched access rates.

Staff Analyst: Keith Senger
Staff Attorney: Karen Cremer
Date Docketed: 04/02/02
Intervention Deadline: 04/19/02

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>

LAW OFFICES
 Ritter, Mayer, Hofer, Wattier & Brown, LLP
Professional & Executive Building
319 South Coteau Street
P.O. Box 280
Pierre, South Dakota 57501-0280
www.riterlaw.com

R.C. RITER (1912-1994)
D. MAYER
ROBERT C. RITER, Jr.
ERRY L. WATTIER
OHN L. BROWN

OF COUNSEL:
Robert D. Hofer

TELEPHONE
605-224-5825
FAX
605-224-7102

April 19, 2002

RECEIVED

APR 19 2002

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Mr. Keith Senger
Utility Analyst
Public Utilities Commission
500 E. Capitol Avenue
Pierre, SD 57501-5070

Re: SDPUC Docket No. TC02-031
In the Matter of the Application of VP
Telecom, Inc. for a Certificate of
Authority to Provide Interexchange
Telecommunications Services and Local
Exchange Services in South Dakota

Dear Mr. Senger:

I write this to you in response to your letter of April 8, 2002 on behalf of our client, VP Telecom, Inc. I respond to your inquiries in the order presented.

1. As regards Item 22 of the application you indicated that the application meets the requirements of ARSD 20:10:24:02 (6), (7) and (11) as well as ARSD 20:10:32:03 (7), (8) and (10) and asked to proceed without the waiver request for those rules. Our client would certainly agree with that and would modify its Petition accordingly.

2. Per your request, herewith delivered to you please find ten (10) copies of applicant's DRAFT Interexchange and Local Exchange Tariff, excluding the rates.

3. Herewith please find original and ten copies of \$25,000 surety bond for filing, naming the South Dakota Public Utilities Commission and the consumers of South Dakota as beneficiaries.

4. The name, address, telephone number, fax number, e-mail number and toll free number of the applicant's representative to whom all inquiries must be made regarding complaints and regulatory matters, per ARSD 20:10:24:02(9) and 20:10:32:03(18), are:

Brad VanLeur
1321 E. 39th St. North, Suite B
Sioux Falls, SD 57105
Phone: 605-373-9336
Fax: 605-373-9355
E-Mail address: bvanleur@msn.com
Toll Free No.: 866-834-7837

I trust you will see to the filing of the Bond and such other of these documents as should be filed. Furthermore, from our visit I understand that this response need not be put in any more formal of a document. If, however, I am mistaken and something more formal is appropriate, please advise and I will certainly have it filed on Monday, April 22, 2002.

Thank you very much for your cooperation and consideration. I am sending a copy of this letter, without the enclosures, to Karen Cremer, Commission Staff Attorney.

Very truly yours,

RITER, MAYER, HOFER, WATTIER
& BROWN, LLP

By: 

Robert C. Riter, Jr.

RCR Jr-wb

cc: Brad VanLeur, President - VP Telecom, Inc.
Karen Cremer, Commission Staff Attorney w/o encl.

INDEMNITY BOND
to the
PEOPLE OF THE STATE OF SOUTH DAKOTA

Bond No. 5857805

We, VP Telecom, Inc., the principal and applicant for a CERTIFICATE OF AUTHORITY, to provide local exchange telecommunications services within the State of South Dakota, and Ohio Farmers Insurance Company of Westfield Center, Ohio 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 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 VP Telecom, Inc. 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, discharged and forever exonerated, otherwise to remain in full force and effect.

This bond shall take effect as of the date hereon and shall remain in force and effect until 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 18th day of April, 2002
To be effective this 18th day of April, 2002

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

Countersigned this 18th day of April, 2002
Countersigned for South Dakota

By: Sondra Bowden
Resident Agent

VP Telecom, Inc.

By: William Bradley VanLeur
William Bradley VanLeur, President

Ohio Farmers Insurance Company
Of Westfield Center, Ohio

By: Sondra Bowden
Sondra Bowden, Attorney-in-Fact

General
Power
of Attorney
CERTIFIED COPY

Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That OHIO FARMERS INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, does by these presents make, constitute and appoint **DONALD E. BOEN, KEVIN KROEZE, MICHAEL M. MAHAN, SONDRA BOWDEN, JOINTLY OR SEVERALLY**

of **SIoux FALLS** and State of **SD** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions adopted by the Board of Directors of the Ohio Farmers Insurance Company:

"Be It Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary." (Adopted at a meeting held on the 3rd day of July, 1957.)

"Be It Resolved, that the power and authority to appoint Attorney(s)-in-Fact granted to certain officers by a resolution of this Board on the 3rd day of July, 1957, is hereby also granted to any Assistant Vice-President." (Adopted at a meeting held on the 13th day of July, 1976.)

This power of attorney and certificate is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Ohio Farmers Insurance Company at a meeting duly called and held on the 9th day of June, 1970:

"Be It Resolved, that the signature of any authorized officer and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

In Witness Whereof, OHIO FARMERS INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed this 07th day of APRIL A.D., 1999 .

Corporate
Seal
Affixed



OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.

By

Richard L. Kinnaird, Jr.

Vice President

State of Ohio
County of Medina

ss.:

On this 07th day of APRIL A.D., 1999 , before me personally came **Richard L. Kinnaird, Jr.**, to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **Vice President** of OHIO FARMERS INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



James M. Walker

James M. Walker

Notary Public

State of Ohio
County of Medina

ss.:

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

CERTIFICATE

I, **Richard A. Waller**, Assistant Secretary of the OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this 18th day of April A.D., 2002 :



Richard A. Waller

Richard A. Waller

Assistant Secretary

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

STATE OF _____
COUNTY OF _____ ss:

On this _____ day of _____, in the year _____, before me personally come(s) _____ to me known and known to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledge(s) to me that _____ he/she _____ executed the same.

NOTARY PUBLIC

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

STATE OF _____
COUNTY OF _____ ss:

On this _____ day of _____, in the year _____, before me personally come(s) _____ a member of the co-partnership of _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument, and acknowledges to me that he/she executed the same as and for the act and deed of the said co-partnership.

NOTARY PUBLIC

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

STATE OF South Dakota
COUNTY OF Minnehaha ss:

On this 18th day of April in the year 2002, before me personally come(s) William Bradley VanLeur to me known, who, being by me duly sworn, deposes and says that he/she resides in the City of Brandon, SD that he/she is the President of VP Telecom, Inc. the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

My Commission Expires 06/12/2007

Debbie K. Smith
NOTARY PUBLIC

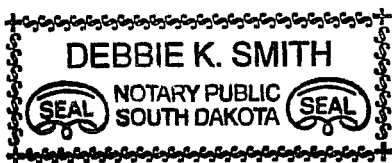
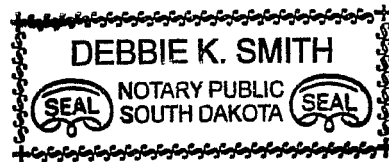
ACKNOWLEDGMENT OF SURETY

STATE OF South Dakota
COUNTY OF Minnehaha ss:

On this 18th day of April in the year 2002, before me personally come(s) Sondra Bowden Attorney(s)-in-Fact of Ohio Farmers Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she reside(s) in Sioux Falls, SD, that he/she is (are) the Attorney(s)-In-Fact of Ohio Farmers Insurance Company the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said Company by like order.

My Commission Expires 06/12/2007

Debbie K. Smith
NOTARY PUBLIC



VP TELECOM, INC.

S.D.P.U.C. Tariff No. 1

DRAFT

SOUTH DAKOTA TELECOMMUNICATIONS TARIFF

DRAFT

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services within the State of South Dakota by VP TELECOM ("Company"). This Tariff is on file with the South Dakota Public Utilities Commission, and copies may also be inspected, during normal business hours, at the following location: 1321 East 39th Street North, Sioux Falls, South Dakota 57104.

Issued: April 15, 2002

Effective: April 15, 2002

Issued by:

DRAFT
Brad VanLear
VP Telecom, Inc.
1321 East 39th Street North
Sioux Falls, South Dakota 57104

State of South Dakota
Issued: April 15, 2002

Effective: April 15, 2002

CHECK SHEET

The sheets of this tariff are effective as of the date shown at the bottom of the respective sheets. Original and revised sheets as named below comprise all changes from the original tariff that are currently in effect as of the date at the bottom of this sheet.

<u>SHEET</u>	<u>REVISION</u>	<u>NUMBER</u>	<u>SHEET</u>	<u>REVISION</u>	<u>NUMBER</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original		23	Original		45	Original
2	Original		24	Original		46	Original
3	Original		25	Original		47	Original
4	Original		26	Original		48	Original
5	Original		27	Original		49	Original
6	Original		28	Original		50	Original
7	Original		29	Original		51	Original
8	Original		30	Original		52	Original
9	Original		31	Original		53	Original
10	Original		32	Original		54	Original
11	Original		33	Original		55	Original
12	Original		34	Original		56	Original
13	Original		35	Original		57	Original
14	Original		36	Original		58	Original
15	Original		37	Original		59	Original
16	Original		38	Original		60	Original
17	Original		39	Original		61	Original
18	Original		40	Original		62	Original
19	Original		41	Original		63	Original
20	Original		42	Original		64	Original
21	Original		43	Original		65	Original
22	Original		44	Original		66	Original
						67	Original

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

TARIFF FORMAT

Page Numbering. Page numbers appear in the upper right hand corner of the sheets. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between pages 5 and 6 would be numbered 5.1.

Page Revision Numbers. Revision numbers also appear in the upper right corner of pages. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page No. 14 cancels the 3rd Revised Page No. 14.

Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level, as shown by the following example:

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).I
2.1.1.A.1.(a).I.(i)
2.1.1.A.1.(a).I.(i).(1)

Check Sheets. When a tariff filing is made with the commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). The tariff user should refer to the latest check sheet to find out if a particular page is the most current one on file with the Commission.

Explanation of Symbols. When changes are made in any tariff page, a revised page will be issued replacing the tariff page affected. Changes will be identified on the revised page through the use of the following symbols:

- (C)- Identifies a changed regulation.
- (D)- Identifies a discontinued rate or regulation.
- (I) - Identifies an increase in rate.
- (N)- Identifies a new rate or regulation.
- (R)- Identifies a reduction in rate.
- (T) - Identifies a change in text only.

TABLE OF CONTENTS

Title Sheet	Cover
Check Sheet	1
Concurring Carriers	2
Connecting Carriers	2
Other Participating Carriers.....	2
Tariff Format.....	3
Table of Contents.....	5
0.0 Application and Scope of Tariff	11
0.1 Application.....	11
0.2 Scope.....	11
0.3 Interconnection with Other Carriers	11
1.0 Explanation of Terms and Abbreviations	12
1.1 Definitions of Terms.....	12
1.2 Explanation of Acronyms and Trade Names.....	18
2.0 General Rules and Regulations.....	19
2.1 Undertaking of VP Telecom	19
2.1.1 General.....	19
2.1.2 Limitations	19
2.2 Use	19
2.2.1 Lawful Purpose	19
2.2.2 Use of Service for Unlawful and/or Fraudulent Purposes.....	20
2.2.3 Unauthorized Use.....	20
2.2.4 Recording Devices.....	20
2.2.5 Use of Service Mark	20
2.3 Liability.....	21
2.4 Equipment.....	23
2.4.1 Inspection, Testing, and Adjustment	23
2.4.2 Interference and Hazard.....	23
2.4.3 Maintenance and Repair	24
2.4.3.A Customer Liability	24
2.4.3.B Leased or Owned Facilities.....	24
2.4.3.C Maintenance and Repair Service Hours.....	25

TABLE OF CONTENTS (cont'd)

2.5	Contract for Service	25
2.6	Application for Service	25
	2.6.1 Information Required	25
	2.6.2 Initiation of Service	25
2.7	Deposits	26
	2.7.1 Deposit Requirements	26
	2.7.2 Amount of Deposit	26
	2.7.3 New or Additional Deposit	27
	2.7.3.A Abnormal Toll Usage	27
	2.7.4 Handling of Deposits	28
	2.7.5 Receipts	28
	2.7.6 Customer Obligations	28
	2.7.7 Refund	29
2.8	Billing	29
	2.8.1 Monthly Billing	29
	2.8.2 Bill Contents	30
2.9	Payment for Service	30
	2.9.1 Late Penalty Charge	30
	2.9.2 Partial Payment	31
	2.9.3 Timely Payment for Residential Customers	31
	2.9.4 Collection	31
	2.9.5 Taxes and Fees	32
2.10	Disputes and Complaints	32
	2.10.1 Disputed Bills	32
	2.10.2 Complaint Procedures	33
	2.10.3 Bill Insert or Notice	34
2.11	Service Refusal, Disconnection, and Suspension	34
	2.11.1 Notice of Pending Disconnection	34
	2.11.2 Reasons for Service Refusal, Disconnection, and Suspension	35
	2.11.3 Refusal, Disconnection, and Suspension of Service for Nonpayment of Bill or Deposit	37
	2.11.4 Insufficient Reasons for Refusal, Suspension or Discontinuance of Service	38

TABLE OF CONTENTS (cont'd)

	2.11.5	Medical Emergency	39
	2.11.6	Temporary Service.....	39
	2.12	Cancellations and Deferments of Service.....	40
	2.12.1	Cancellation	40
	2.12.2	Deferment of Start of Service	41
	2.13	Special Promotions	41
	2.14	Information Service Access Blocking.....	42
	2.15	Emergency Call Handling Procedures.....	42
3.0		Description of Services Offered.....	42
	3.1	Local Service	42
	3.1.1	Nature of Service	42
	3.1.2	Availability	42
	3.1.3	Reserved for Future Use	42
	3.1.4	Specific Local Service Options.....	43
	3.1.4.A	Local Line Service	43
		3.1.4.A.1 Consultation Hold	43
		3.1.4.A.2 Call Transfer	43
		3.1.4.A.3 Three-Way Calling.....	43
		3.1.4.A.4 Reserved for Future Use	44
	3.1.4.B	Additional Options.....	44
	3.1.4.C	Directory Listing Service.....	45
	3.1.4.D	Reserved for Future Use	45
	3.1.5	Intercept Services	45

TABLE OF CONTENTS (cont'd)

3.2	Directory Assistance	46
3.2.1	Nature of Service	46
3.2.2	Availability	46
3.2.3	Maximum Number of Requests Per Call.....	46
3.2.4	Operator Limitations.....	46
3.2.5	Persons and Locations Exempt from DA Charges	47
3.2.5.A	Persons Exempt From All DA Charges	47
3.3	Operator Services	47
3.4	Conference Calling Service	48
3.5	Reserved for Future Use	48
3.6	Long Distance Interexchange Services.....	48
3.6.1	Nature of Service	48
3.6.2	Availability	48
3.6.3	Reserved For Future Use	48
3.7	800 Service	49
3.7.1	Nature of Services.....	49
3.8	Promotional Offerings	49
3.9	Reserved for Future Use	50
4.0	Rates and Charges	50
4.1	Nonrecurring Charges.....	50
4.1.1	Early Termination Charges.....	50
4.1.2	Third Party Vendor Charges.....	50
4.1.3	Nonrecurring Charges.....	51
4.1.4	Reconnect Fee.....	51
4.1.5	Nonsufficient Funds Charge.....	51

TABLE OF CONTENTS (cont'd)

4.2	Usage Rates	52
4.2.1	Local Service	52
4.2.2	Directory Assistance	52
4.2.3	Long Distance Interexchange Services.....	52
	4.2.3.A Chargeable Time.....	52
	4.2.3.B Reserved for Future Use	53
	4.2.3.C Calculation of Charges.....	53
	4.2.3.D Time of Day	53
	4.2.3.D.1 Day Rates	53
	4.2.3.D.2 Evening Rates	53
	4.2.3.D.3 Night/Weekend Rates	53
	4.2.3.D.4 Peak/Off-Peak Rates	53
	4.2.3.E Reserved for Future Use	54
4.2.4	800 Rates and Charges.....	59
	4.2.4.A Monthly Charges.....	59
	4.2.4.B Usage Sensitive Rates.....	59
4.3	Reserved for Future Use	60
4.4	Rate Tables	61
	4.4.1 Rate Table 1: Local Service Monthly Rates.....	61
	4.4.2 Rate Table 2: Directory Assistance Rates.....	66
	4.4.3 Rate Table 3: Intrastate Long Distance Charges.....	66

TABLE OF CONTENTS (cont'd)

4.4.4 RateTable 4: 800 Rates.....66

5.0 Service Area67

5.1 General67

5.2 Market Exchanges67

6.0 Reserved for Future Use67

0.0 Application and Scope of Tariff

0.1 Application

This tariff contains the rates and regulations applicable to regulated intrastate interexchange services and to local services provided by VP Telecom between and among points within the state of South Dakota.

0.2 Scope

VP Telecom's services are provided in South Dakota subject to the availability of facilities and subject to the terms and conditions of this tariff. All services within the jurisdiction of the Commission provided by VP Telecom between and among points in South Dakota are governed by this tariff.

0.3 Interconnection with Other Carriers

Service provided by VP Telecom may be connected with services or facilities of other carriers or may be provided over facilities provided by carriers other than VP Telecom. However, service provided by VP Telecom is not a part of a joint undertaking with any other carrier providing telecommunications channels, facilities, or services.

1.0 Explanation of Terms and Abbreviations

1.1 Definitions of Terms

Commission

The South Dakota Public Utilities Commission.

Calls

Telephone messages completed by Customers.

Call Forwarding

Whereby calls can be rerouted automatically from one line or station to another number.

Call Forward Busy

A feature that automatically forwards calls to another number when the dialed number is busy.

Call Forward Don't Answer

A feature that automatically routes calls to another line if the dialed number is not answered.

Call Forward – Variable

A feature that allows forwarding of all incoming calls to another telephone number.

Call Park

A feature that allows calls to be put on hold in a 'parking zone' until they are answered by the correct party.

Call Pickup

A feature that offers the ability to answer any line within a specified group of lines.

Call Tracing

A feature that allows for the identification and recording of the telephone numbers of some or all of the incoming calls to the telephone line of a Customer.

Call Transfer

A feature that allows any incoming calls to be transferred to another number.

1.0 Explanation of Terms and Abbreviations (cont'd)

1.1 Definitions of Terms (cont'd)

Call Waiting

A feature that sends a tone that informs the Customer that a second call is waiting; and the caller hears a ringing sound, not a busy signal.

Caller ID

A feature that displays the phone number and/or name of the incoming caller. Compatible equipment is required for this feature.

Centrex

A Central Office based Business Communication Service that provides capabilities similar to those offered on a Private Branch Exchange, but without requiring switching equipment on the Business Customer's premises.

Continuous Redial

A feature that automatically redials the last number dialed. If the number is busy, a special tone indicates when it becomes available.

Direct Inward Dialing (DID)

A feature that enables completion of an incoming call directly to an extension station without operator assistance.

Central Office

A unit of U S West's system that provides service to the general public and has the necessary equipment and operating arrangements for terminating and interconnecting Customer lines and trunks or trunks only. More than one (1) central office may occupy a building.

Charges

Monthly recurring and nonrecurring amounts billed to Customers for services.

Delinquent or Delinquency

An account for which an uncontested bill or payment agreement for regulated services has not been paid in full on or before the last day for timely payment. This term may also apply to a contested bill for which the Commission finds the Customer's complaint to be without merit.

1.0 Explanation of Terms and Abbreviations (cont'd)

1.1 Definitions of Terms (cont'd)

Depositor

The Customer from whom a deposit is received.

Disconnect or Disconnection

The disabling of circuitry to prevent outgoing and/or incoming calls.

Due Date

The last day for payment of a bill without unpaid amounts being considered delinquent or subject to additional collection efforts. The due date may be designated by "due by," "pay by," "if paid by," or other such language on the Customer's bill.

Exchange

A unit established for the administration of local communication services.

Exchange Service

A local communications service furnished by means of local exchange plant and facilities.

Extended Area Service or EAS

Telephone service, offered at a flat local rate, between customers located within an exchange area and all customers in an additional exchange area or areas.

Hunting

A feature that forwards incoming calls to the next line in a group, hunting until an open line is reached.

Individual Case Basis

The application of a rate, charge, or condition of the tariff as determined by individual circumstances.

Inside Station Wiring or Inside Wiring

Wiring on the premises beyond the demarcation point.

The completion of calls between points within the boundaries of a Local Access Transportation Area.

VP Telecom, Inc.

Tariff No. 1
Original Page No. 15

State of South Dakota
Issued: April 15, 2002

Effective: April 15, 2002

This page intentionally left blank.

1.0 Explanation of Terms and Abbreviations (cont'd)

1.1 Definitions of Terms (cont'd)

IntraLATA Service

The completion of calls between points within the boundaries of a Local Access Transportation Area.

Interexchange Service

The provision of intrastate telecommunications services and facilities between local exchanges, excluding EAS.

InterLATA Service

The completion of calls between Local Access Transportation Areas.

Last Call Return

A feature that dials the last call received, whether it was answered or not.

Local Access Transportation Area or LATA

A geographic area within which Bell Operating Companies are permitted to offer interexchange service. These areas were established as a result of the break-up of the former Bell system.

Local Exchange Utility or Local Utility

A telephone utility that provides local service under a tariff filed with the Commission. The utility may also provide other services and facilities.

Local Service

Telephone service furnished between points located within an area where there is no toll charge.

Customer

Any person, firm, association, corporation, agency of the federal, state, or local government, or legal entity responsible by law for payment of rates and charges and for compliance with the regulations of VP Telecom.

Customer Contract

A written agreement between the Customer and VP Telecom containing or referring to the rates and regulations applicable to the service being provided.

1.0 Explanation of Terms and Abbreviations (cont'd)

1.1 Definitions of Terms (cont'd)

Customer Premises Equipment

All terminal equipment normally used on the Customer's premises. This equipment may be Customer-owned, or may be owned by VP Telecom or another supplier and leased to the Customer.

Message

A telephone call made by a Customer.

Month

For billing purposes, a month is considered to have thirty (30) days.

PRI-ISDN

A Local T-1 Package offering.

Public Safety Answering Point

A communications facility operated on a twenty-four (24) hour basis and serving participating jurisdictions that initially receives 911 calls and either directly dispatches emergency response services or relays the calls to the appropriate public safety agency.

Rates

The usage amounts billed to customers for services and/or equipment.

1.0 Explanation of Terms and Abbreviations (cont'd)

1.1 Definitions of Terms (cont'd)

Speed Calling

A feature that allows dialing a code instead of dialing the complete number in order to place the call.

Suspend or Suspension

To disconnect or impair a service temporarily in order to disable either outgoing or incoming calls or both.

Timely Payment

A payment of the Customer's account made on or before the due date shown on a current bill for rates and charges or by an agreement between the Customer and VP Telecom for a series of partial payments to settle a delinquent account.

10XXX Access

A dialing method that enables a Customer to reach the long distance carrier of the Customer's choice even if the Customer is not a regular customer of that long distance carrier. For example, to reach AT&T Communications of the Midwest, Inc., the Customer dials "10288."

1.2 Explanation of Acronyms and Trade Names

BOC = Bell Operating Company

DA = Directory Assistance

EAS = Extended Area Service

FCC = Federal Communications Commission

LATA = Local Access Transport Area

NPA = Numbering Plan Area, more commonly known as Area Code

SNI = Standard Network Interface

LNP = Local Number Portability

2.0 General Rules and Regulations

2.1 Undertaking of VP Telecom

2.1.1 General

2.1.2 Limitations

(A) Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this tariff in compliance with limitations set forth in the Commission's rules.

(B) VP Telecom reserves the right to discontinue service when the customer is using the service in violation of the provisions of this tariff, signed contract, or the law, with notice as required by the rules of the Commission.

(C) VP Telecom does not undertake to transmit messages, but offers the use of its facilities, when available, for that purpose.

2.2 Use

2.2.1 Lawful Purpose

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of the service.

2.0 General Rules and Regulations (cont'd)

2.2 Use (cont'd)

2.2.2 Use of Service for Unlawful and/or Fraudulent Purposes

VP Telecom's services are provided subject to the condition that they will not be used for any unlawful and/or fraudulent purpose. Services will not be furnished if any law enforcement agency, acting within its jurisdiction, advises VP Telecom that such services are being used or are likely to be used in violation of the law and/or in a fraudulent manner. If VP Telecom receives other evidence giving reasonable cause to believe that such services are being used or are likely to be used for unlawful and/or fraudulent purposes, it may either discontinue or deny the services and/or refer the matter to the appropriate law enforcement agency in accordance with law and/or Commission rules.

2.2.3 Unauthorized Use

Any individual who uses or receives VP Telecom's services other than under the provisions of an accepted application for service and a current customer relationship shall be liable for the appropriate rates and charges for the service received and for VP Telecom's costs of investigation and collection.

2.2.4 Recording Devices

VP Telecom's services are not designed for the use of recording devices, and customers who use such devices to record two-way telephone conversations do so at their own risk.

2.2.5 Use of Service Mark

No customer shall use any service mark or trademark of VP Telecom or refer to VP Telecom in connection with any product, equipment promotion, or publication of the Customer without the prior written consent of VP Telecom.

2.0 General Rules and Regulations (cont'd)

2.3 Liability

Except for granting credit allowances for interruptions of service as provided in the last paragraph of this section, VP Telecom shall not be liable for any claim or loss, expense or damage, for any failure of performance due to failure or malfunction of Customer-supplied equipment, acts of God, storms, fires, floods or other catastrophes, power failure, natural emergencies, insurrections, riots or wars, or any law, order, regulation, or other action of any governmental authority or agency thereof.

VP Telecom shall not be liable for, and shall be fully indemnified and held harmless by, Customers against any claim or loss, expense or damage, for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name, service mark, or proprietary or creative right, or any other injury to any person, property, or entity arising out of the material, data, or information transmitted.

VP Telecom shall not be liable for damages arising out of the use of VP Telecom's services for the transmission of anything other than voice grade service.

VP Telecom will provide a customer's correct name and telephone number to a calling party either upon request to or interception by VP Telecom in the event there is an error or omission in the customer's directory listing. VP Telecom's liability for any errors or omissions in any directory listings is limited to the charges made for the listing itself. VP Telecom shall not be liable to customers or others for any incidental, indirect, special or consequential damages of any kind, including loss of use, loss of business, or loss of profit, arising from errors or omissions in directory listings.

2.0 General Rules and Regulations (cont'd)

2.3 Liability (cont'd)

VP Telecom's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair, or restoration of service. VP Telecom's liability, if any, shall not exceed an amount equal to the proportionate part of the monthly recurring charge for the service for the period during which the service was affected. This liability shall be in addition to any amounts that may otherwise be due the customer under this Tariff as an allowance for interruptions.

The services furnished by VP Telecom, in addition to the limitations set forth preceding, also are subject to the following limitation: The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of VP Telecom caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a VP Telecom-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the VP Telecom billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs).

2.0 General Rules and Regulations (cont'd)

2.3 Liability (cont'd)

Notwithstanding anything to the contrary in this section, if VP Telecom's service is interrupted and remains out of service for more than twenty-four (24) hours after the earlier of being reported to VP Telecom or being found by VP Telecom to be out of order, and if the interruption is not the result of a negligent or willful act by the Customer, a malfunction of Customer-owned equipment, VP Telecom's inability to gain access to the Customer's premises, or causes beyond VP Telecom's control as described in the first paragraph of this section, VP Telecom will make appropriate adjustments. Such adjustments, in the form of direct payments or bill credits, will be the proportionate part of the monthly charge for all services and facilities rendered inoperative during the interruption, beginning with the hour of the report of VP Telecom, or discovery by VP Telecom, of the interruption.

2.4 Equipment

2.4.1 Inspection, Testing, and Adjustment

VP Telecom may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this tariff are being complied with in the installation, operation, or maintenance of the Customer's equipment. VP Telecom may interrupt the service at any time, without penalty to itself, unless interruption exceeds twenty-four (24) hours.

2.4.2 Interference and Hazard

The operating characteristics of Customer premises equipment or communications systems connected to VP Telecom's services must not interfere with, or impair, any of the services offered by VP Telecom. Additionally, connected Customer premises equipment must not endanger the safety of VP Telecom employees or the public, damage or interfere with the proper functioning of

2.0 General Rules and Regulations (cont'd)

2.4 Equipment (cont'd)

2.4.2 Interference and Hazard (cont'd)

VP Telecom's equipment, or otherwise injure the public in its use of VP Telecom's services.

2.4.3 Maintenance and Repair

2.4.3.A Customer Liability

The Customer shall be responsible for damages to VP Telecom's facilities used in the provision of regulated services caused by the negligence or willful act of the customer or those using VP Telecom's service through the Customer. The customer may not physically modify or intrude upon, rearrange, disconnect, remove, or attempt to repair any of VP Telecom's facilities except upon written consent of VP Telecom.

2.4.3.B Leased or Owned Facilities

The Customer's obligation to VP Telecom is the same whether the facilities involved are VP Telecom's facilities or are facilities leased by VP Telecom from another party. If VP Telecom incurs expenses due to the Customer's actions that result in damage or impairment of VP Telecom's owned or leased facilities, VP Telecom will pass on to the Customer any and all expenses to repair VP Telecom's facilities or that the owner imposes on VP Telecom for leased facilities.

2.0 General Rules and Regulations (cont'd)

2.4 Equipment (cont'd)

2.4.3.C Maintenance and Repair Service Hours

VP Telecom may be reached 24/7 for any maintenance and repair issues that may need immediate attention. The Customer may reach VP Telecom at 1-866-834-7837.

2.5 Contract for Service

Service is installed upon contractual agreement between a Customer and VP Telecom. The contractual agreement specifies the terms and conditions of service not covered by this tariff. The contract does not alter the obligations of VP Telecom to Customers as described in this tariff.

2.6 Application for Service

2.6.1 Information Required

When applying for service, each prospective Customer will be required to furnish VP Telecom with the following information:

- (A) The name of the party who will be responsible for payment for the service provided.
- (B) The address or addresses or exact location of the premises where service is to be provided and billed.
- (C) Any information required to make a proper determination of appropriate creditworthiness.

2.6.2 Initiation of Service

Service shall be deemed to be initiated upon the service activation date specified in the Customer contract.

2.0 General Rules and Regulations (cont'd)

2.7 Deposits

2.7.1 Deposit Requirements

VP Telecom may require from any customer or prospective Customer a deposit to be held as a guarantee for the payment of charges. Any applicant who is either not a previous Customer having an established prompt payment record or whose credit record is not satisfactory may be required to pay a deposit. In its calculation of a Customer's creditworthiness, VP Telecom will use trading banking references, credit reports, and any other information pertinent to a Customer's credit. Any deposit required shall be confirmed in writing to the Customer not later than the time of the next billing. Such confirmation shall, in separate columns, itemize deposits for abnormal toll usage and regulated services and identify deposits for other services, and shall state that no deposit other than for toll and regulated services is required to obtain basic local service.

2.7.2 Amount of Deposit

The amount of the deposit shall not be more than two (2) months of usage of VP Telecom's services for any specific Customer. The amount of such usage may be estimated from past usage, or the Customer's estimated anticipated usage. The amount of deposit may exceed this total when services are provided for shorter periods of time or special occasions.

2.0 General Rules and Regulations (cont'd)

2.7 Deposits (cont'd)

2.7.3 New or Additional Deposit

A new or additional deposit may be required to cover the amount provided in Section 2.7.2 above when a deposit has been refunded or is found to be inadequate by virtue of abnormal toll usage or nonpayment. Written notice shall be mailed advising the Customer of any new or additional deposit requirement, and the Customer shall have twelve (12) calendar days from the date of mailing to comply. The new or additional deposit is payable at the address specified in Section 2.7.4.

2.7.3.A Abnormal Toll Usage

For customers with at least six (6) consecutive months of service, "abnormal toll usage" is defined as at least a twenty-five percent (25%) increase in monthly usage charges amounting to at least twenty dollars (\$20). The Customer's average monthly bills for not less than the three (3) prior months shall be used in determining the increase. For Customers with less than six (6) consecutive months of service, "abnormal toll usage" is defined to exist when one (1) month's service exceeds the deposit attributable to the service by twenty-five percent (25%) amounting to at least twenty dollars (\$20).

2.0 General Rules and Regulations (cont'd)

2.7 Deposits (cont'd)

2.7.4 Handling of Deposits

Deposits shall be sent or delivered to: VP Telecom, 1321 East 39th Street North, Sioux Falls, South Dakota 57104. VP Telecom will maintain records that show the name and address of each depositor, the amount and date of the deposit, and each transaction concerning the deposit. Unclaimed deposits, together with accrued interest, shall be credited to an appropriate account and shall be disposed of in accordance with law.

2.7.5 Receipts

A receipt of deposit will be furnished to each Customer from whom a deposit is received. Upon request, duplicate receipts will be provided to Customers who have lost their receipts if the deposits are substantiated by VP Telecom's records.

2.7.6 Customer Obligations

The existence of a deposit in no way relieves the Customer of the obligation to comply with VP Telecom's regulations for the prompt payment of bills.

2.0 General Rules and Regulations (cont'd)

2.7 Deposits (cont'd)

2.7.7 Refund

The deposit shall be refunded or credited to the Customer after not more than twelve (12) consecutive months of prompt payment (which may be eleven (11) timely payments and one automatic forgiveness of late payment). The account shall be reviewed after twelve (12) months of service, and if the deposit is retained, it shall again be reviewed at the end of VP Telecom's accounting year or on the anniversary date of the account.

2.8 Billing

2.8.1 Monthly Billing

Bills to Customers will be issued monthly unless VP Telecom is authorized by the Commission to bill at other than monthly intervals because of unusual circumstances. Local service charges, including installation charges, are billed in advance. Toll charges are billed in arrears.

2.0 General Rules and Regulations (cont'd)

2.8 Billing (cont'd)

2.8.2 Bill Contents

The bill form or a bill insert will provide the following information: the dates at the beginning and end of the billing period; the last date for timely payment, which shall not be less than twenty (20) days after the bill is rendered; the amount of the net charge, stated by category, for local service, ancillary services and equipment, toll service, information service, sales tax and excise tax, and of any late payment charge, together with the gross amount of the bill, with separate entries for total amounts current or in arrears. VP Telecom will also comply with reasonable requests for bill detail.

2.9 Payment for Service

2.9.1 Late Penalty Charge

VP Telecom reserves the right to charge interest at the rate of 1.5% per month (unless a different rate is prescribed by law, in which event at the highest rate allowed by law) upon any unpaid amount commencing 30 days after the date of billing for all monthly recurring and non-recurring charges. Further, VP Telecom reserves the right to charge a minimum amount of \$3.00 or 1.5%, whichever is greater, as a late pay penalty on any billing or account which is in delinquent status.

2.0 General Rules and Regulations (cont'd)

2.9 Payment for Service (cont'd)

2.9.2 Partial Payment

If a Customer makes a partial payment in a timely manner and does not designate the service for which payment is made, the payment shall first be applied to the undisputed balance for local service, with the remainder applied on a pro rata basis to regulated utility services and toll service. Any remainder will then be applied to deregulated and unregulated services other than toll. Any late payment penalty charge will be applied only to the outstanding balance for utility services, except interstate toll and related taxes.

2.9.3 Timely Payment for Residential Customers

Each residential Customer is permitted to have a last day for timely payment changeable for cause in writing.

2.9.4 Collection

No collection efforts other than the rendering of the bill shall be undertaken until the delinquency date.

2.0 General Rules and Regulations (cont'd)

2.9 Payment for Service (cont'd)

2.9.5 Taxes and Fees

Any governmental assessments, fees, licenses, or other similar taxes or fees imposed upon VP Telecom on a per-call basis shall be charged to Customers receiving VP Telecom's service within the territorial limits of the governmental authority imposing such taxes and fees. Such taxes and fees will be allocated among such Customers uniformly on the basis of Customers' monthly charges for the types of service made subject to the taxes or fees. Such taxes and fees will be separately stated on bills.

Federal Access (EUCL), Single Line Business, Multi-Line, LNP, PICC, USF and TRS surcharges will also be charged where applicable.

2.10 Disputes and Complaints

2.10.1 Disputed Bills

In the event of a dispute concerning the bill, VP Telecom will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 2.10.2 shall continue, and for not less than forty-five (45) days after the rendering of the disputed bill, the service shall not be disconnected for nonpayment of the disputed amount. The 45-day period may be extended by up to sixty (60) days if requested of VP Telecom by the Commission in the event the Customer files a written complaint with the Commission. If a Customer does not give VP Telecom written notice of a dispute with respect to VP Telecom's charges within two (2) years from the latter of the date of the bill or the date of the discovery of the dispute, the bill shall be deemed correct and binding upon the Customer.

2.0 General Rules and Regulations (cont'd)

2.10 Disputes and Complaints (cont'd)

2.10.2 Complaint Procedures

Inquiries, general questions, or complaints may be directed informally to VP Telecom by telephone, in person, or in writing at VP Telecom's office located at 1321 East 39th Street North, Sioux Falls, South Dakota 57104. Business customers can reach VP Telecom's customer service department by dialing: 866-834-7837. Residential customers can reach VP Telecom's customer service department by dialing: 866-834-7837. VP Telecom's customer service department accepts calls 8:00 a.m. to 5:00 p.m., Central Standard Time, Monday through Friday, normal business hours. Complaints concerning the charges, practices, facilities or services of VP Telecom will be investigated promptly and thoroughly. VP Telecom will keep records of each complaint showing the name and address of the complainant, the date and nature of the complaint, its disposition, and all other pertinent facts dealing with the complaint that will enable VP Telecom to review and analyze its procedures and actions. The records maintained by VP Telecom under this tariff will be available for inspection by the Commission or its staff upon request. Within thirty (30) days of the receipt of a written complaint, VP Telecom will provide written notice to the Customer of the status of the complaint. Each Customer may file with the Commission for resolution of disputes. Each complainant will be notified of the complainant's right to contact the Commission at:

South Dakota Public Utilities Commission
State Capitol, 500 E. Capitol
Pierre, South Dakota 57501-5070
Phone: 1-800-332-1782

2.0 General Rules and Regulations (cont'd)

2.10 Disputes and Complaints (cont'd)

2.10.3 Bill Insert or Notice

VP Telecom shall notify Customers, by bill insert or notice on the bill form, of the address and telephone number where a VP Telecom representative qualified to assist in resolving the complaint can be reached. The bill insert or notice on the bill will be provided no less than annually.

2.11 Service Refusal, Disconnection, and Suspension

2.11.1 Notice of Pending Disconnection

Prior to the disconnection of service, VP Telecom shall provide a written notice to the Customer setting forth the reason for disconnection and the final date by which the account is to be settled or specific action taken. Final dates shall be no less than five (5) calendar days with respect to an unpaid bill and no less than twelve (12) days with respect to an unpaid deposit, after the notice is rendered. The notice shall be considered rendered to the Customer when deposited in the U.S. Mail with postage prepaid. If delivery is by other than U.S. Mail, the notice shall be considered rendered when delivered to the last known address of the person responsible for payment for the service. The notice will specify (866) 834-7837 as a number at which a VP Telecom representative can be reached to provide additional information about the disconnection.

2.0 General Rules and Regulations (cont'd)

2.11 Service Refusal, Disconnection, and Suspension (cont'd)

2.11.2 Reasons for Service Refusal, Disconnection, and Suspension

Service may be refused, disconnected, or suspended:

- (1) Without notice if a condition on the Customers' premises is determined by VP Telecom to be hazardous.
- (2) Without notice if the customer uses the service in such a manner as to adversely affect VP Telecom's equipment or VP Telecom's service to others.
- (3) Without notice if equipment furnished, leased, or owned by VP Telecom is subject to tampering.
- (4) Without notice if there is unauthorized use. Unauthorized use includes, without limitation, use or attempted use for an unlawful purpose and/or use or attempted use in any fraudulent manner.

2.0 General Rules and Regulations (cont'd)

2.11 Service Refusal, Disconnection, and Suspension (cont'd)

2.11.2 Reasons for Service Refusal, Disconnection, and Suspension
(cont'd)

- (5) If there are reasonable grounds to believe there is a violation of or noncompliance with VP Telecom's regulations on file with the Commission, municipal ordinances, or law.
- (6) If the Customer or prospective Customer fails to furnish service equipment, permits, certificates, or rights-of-way specified to be furnished in VP Telecom's regulations filed with the Commission as conditions for obtaining service, or withdraws such equipment or terminates those permissions or rights, or fails to fulfill the contractual obligations imposed upon the Customer as conditions of obtaining service. However, no service shall be disconnected for this reason on the day preceding or day on which VP Telecom's office at the address specified in Section 2.7.4 is closed.
- (7) If the Customer fails to permit VP Telecom reasonable access to its equipment. However, no service shall be disconnected for this reason on the day preceding or day on which VP Telecom's office at the address specified in Section 2.7.4 is closed.
- (8) If the Customer routinely uses abusive or profane language or makes physical threats in conversations with VP Telecom personnel, or otherwise abuses access to customer service personnel by making repeated unwarranted calls that are unrelated to specific service issues. However, no service shall be disconnected for this reason on the day preceding or day on which VP Telecom's office at the address specified in Section 2.7.4 is closed.

2.0 General Rules and Regulations (cont'd)

2.11 Service Refusal, Disconnection, and Suspension (cont'd)

2.11.3 Refusal, Disconnection, and Suspension of Service for Nonpayment of Bill or Deposit

Except as restricted by Section 2.11.4, service may be refused based on the credit history of the applicant. In all cases, the applicant will be advised of the reasons for the denial of credit. Service may also be refused, disconnected, or suspended for nonpayment of a bill or deposit if VP Telecom has made a reasonable attempt to effect collection and:

- (1) VP Telecom has provided the Customer with five (5) days' prior written notice with respect to an unpaid bill and twelve (12) days' prior written notice with respect to an unpaid deposit. However, disconnection may take place prior to the expiration of the 5-day unpaid bill notice period if VP Telecom determines from verifiable data that usage during the 5-day notice period is so abnormally high that a risk of irreparable revenue loss is created.
- (2) In the event of a dispute concerning the bill, VP Telecom will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 2.10.2 shall continue, and for not less than forty-five (45) days after the rendering of the disputed bill, the service shall not be disconnected for nonpayment of the disputed amount. The 45-day period may be extended by up to sixty (60) days if requested of VP Telecom by the Commission in the event the Customer files a written complaint with the Commission.

2.0 General Rules and Regulations (cont'd)

2.11 Service Refusal, Disconnection, and Suspension (cont'd)

2.11.3 Refusal, Disconnection, and Suspension of Service for Nonpayment of Bill or Deposit (cont'd)

However, in no event shall service be disconnected for nonpayment of a bill or deposit on the day preceding or day on which VP Telecom's local business office or local authorized agent is closed.

2.11.4 Insufficient Reasons for Refusal, Suspension, or Discontinuance of Service

The following reasons are not sufficient cause for refusal, suspension, or discontinuance of service to a present or prospective customer:

- (1) Delinquency in payment for service by a previous occupant of the premises to be served.
- (2) Failure to pay for terminal equipment, new inside station wiring or other merchandise purchased from VP Telecom.
- (3) Failure to pay the bill of another Customer as guarantor thereof.
- (4) Permitting another occupant of the premises access to the telephone utility service when that other occupant owed an uncollectible bill for service rendered at a different location.
- (5) Failure to pay for information service not regulated by the Commission.

2.0 General Rules and Regulations (cont'd)

2.11 Service Refusal, Disconnection, and Suspension (cont'd)

2.11.5 Medical Emergency

Notwithstanding any other provision of this tariff, VP Telecom will postpone the disconnection of service to a residential Customer for a reasonable time, not to exceed thirty (30) days, if the Customer produces verification from a physical or a public health or social services official stating that telephone service is essential due to an existing medical emergency of the Customer, a customer of the Customer's family, or any permanent resident of the premises where service is rendered. This written verification shall identify the medical emergency and specify the circumstances. Initial verification may be by telephone if written verification is forwarded to VP Telecom within five (5) days.

2.11.6 Temporary Service

When VP Telecom renders temporary service to a Customer, the Customer may be required by VP Telecom to bear the entire cost of installing and removing the service facilities in excess of any salvage realized.

2.0 General Rules and Regulations (cont'd)

2.12 Cancellations and Deferrals of Service

When a Customer cancels or defers an order for service before the service is activated, a charge applies that will allow VP Telecom to recover its unrecovered costs, including but not limited to outside vendor charges, engineering, labor, materials, and equipment. Charges apply as follows:

2.12.1 Cancellation

In a cancellation situation, the charge is equal to the unrecoverable costs incurred prior to the request for cancellation and the costs of removal, restoration, and disposal, if any, to comply with the cancellation. Those costs include, but are not limited to, costs of outside vendors, engineering, labor, nonrecoverable materials, and equipment expense.

2.0 General Rules and Regulations (cont'd)

2.12 Cancellations and Deferments of Service (cont'd)

2.12.2 Deferment of Start of Service

If a request for deferment of service is received by VP Telecom prior to the date an order for equipment or service is placed with VP Telecom's supplier, no charge shall apply. For deferments received by VP Telecom subsequent to the date the order for equipment or service is placed with VP Telecom's supplier, a monthly recurring charge based upon the costs incurred prior to the request for the deferment applies. This monthly rate shall be equal to the deferred investment multiplied by the monthly prime interests rate as announced by First Premier Bank of Sioux Falls, SD., plus recurring costs resulting directly from the deferral such as storage, taxes, etc. In addition, any extraordinary nonrecurring costs resulting from the deferral, such as additional engineering, labor, and transportation, shall be billed in total. Billing shall start at the beginning of the month of deferment and extend to the start of service. Charges shall not exceed the monthly rate that would have applied had the service been established. VP Telecom will also charge the Customer who defers service any and all rates and charges incurred by VP Telecom for any leased facilities for which VP Telecom is held responsible. VP Telecom will make a good faith effort to minimize those rates and charges wherever possible.

2.13 Special Promotions

From time to time VP Telecom may engage in special service offerings of limited duration. These promotions may be in the form of waived or reduced recurring and nonrecurring fees, lowered usage charges, or other actions designed to attract new customers or to increase existing Customer awareness of a particular service. For jurisdictional services, VP Telecom shall file informational tariffs prior to engaging in South Dakota-specific promotions.

2.0 General Rules and Regulations (cont'd)

2.14 Information Service Access Blocking

Where facilities are available, customers have the option to block access to all "900" and "976" prefix numbers, without charge for the first block. VP Telecom will comply with all applicable rules of the Commission concerning such blocking.

2.15 Emergency Call Handling Procedures

Emergency 911 calls are placed by dialing the digits "911". Such calls are not routed to VP Telecom, but are routed by Qwest Communications, Inc., through the local network to the appropriate public safety answering point. Qwest will forward to the public safety answering point the address of the dialing station that has been provided to Qwest by VP Telecom.

3.0 Description of Services Offered

3.1 Local Service

3.1.1 Nature of Service

Local Service is a telephone service that allows customers to originate calls at locations within the service area described in Section 5.0 and terminate calls within the local calling area and EAS area of those locations, and within the LATA in which the call originates.

3.1.2 Availability

VP Telecom offers this service in the service area described in Section 5.0.

3.1.3 Reserved for Future Use

3.0 Description of Services Offered (cont'd)

3.1 Local Service (cont'd)

3.1.4 Specific Local Service Options

The following services comprise Local Service:

3.1.4.A. Local Line Service

Local Line Service will allow Customers to make local calls from the Customer's telephone station. In addition to the completion of local calls, the following features will be available at no extra charge: consultation hold, call transfer, and three-way calling.

3.1.4.A.1 Consultation Hold

The ability to hold a call in progress by depressing and releasing the switchhook or flash button, dialing a third party in privacy, then returning to the original call within a predetermined amount of time.

3.1.4.A.2 Call Transfer

The ability to forward a call in progress to another station.

3.1.4.A.3 Three-Way Calling

The ability to add a third line to an established conversation.

3.0 Description of Services Offered (cont'd)3.1 Local Service (cont'd)3.1.4 Specific Local Service Options (cont'd)3.1.4.A Local Line Service (cont'd)

3.1.4.A.4 Reserved for Future Use

3.1.4.B Additional Options

Additional features may be purchased by Customers in basic exchange areas where available. The charges for these services will be set forth in Rate Table 1. The following is a list of basic optional features, not limited to all features that may be added to local services.

Additional Listing	Alternative Listing
Call Answering Service	Call Curfew
Call Forward – Don't Answer	Call Forward Busy
Call Forward – Don't Answer	Call Forward Busy
Call Forward Busy Don't Answer	Call Forward Variable
Call Forwarding	Call Identification
Call Rejection	Call Waiting
CCMS Package	Continuous Redial
Cross Reference Listing	Custom Ringing
Dial Lock	Foreign Listing
Message Wait Indicator	Priority Call
Remote Access Forwarding	Scheduled Call Forward
Selective Call Forward	Speed Calling (8)
Speed Calling (30)	Three-way Calling

3.0 Description of Services Offered (cont'd)

3.1 Local Service (cont'd)

3.1.4 Specific Local Service Options (cont'd)

3.1.4.C Directory Listing Service

This service will entitle the Customer to a one-line listing in both the "white" and the "yellow" pages of a local telephone directory.

3.1.4.D Reserved for Future Use

3.1.5 Intercept Services

Intercept Services provide new number or explanatory information to callers dialing changed or disconnected numbers for a specified period of time: Up to 12 months for business customers and 3 months for residential customers. Extended durations may also be available. The services include messages delivered either mechanically or by operator. These services apply to temporary and permanently disconnected numbers.

Basic Intercept includes all intercept recordings that do not provide the new number information. **New Number Referral Service** includes all intercept recordings that provide the new number information.

3.0 Description of Services Offered (cont'd)

3.2 Directory Assistance

3.2.1 Nature of Service

Directory Assistance (DA) Service is defined as furnishing aid in obtaining telephone numbers.

3.2.2 Availability

DA is available to all Customers.

3.2.3 Maximum Number of Requests Per Call

A maximum of two requests for telephone numbers will be accepted per call to the DA operator. A telephone number that is not listed in the DA records will not be available to the Customer.

3.2.4. Operator Limitations

The Directory Assistance operator will not transfer, forward or redial a Customer's call to any other location for any purpose other than provision of DA service.

3.0 Description of Services Offered (cont'd)

3.4 Conference Calling Service

Conference Calling is the ability to have multiple parties listen and participate in meetings via telephone. All conference calling customers must have local and/or long distance services with VP Telecom.

3.5 Reserved for Future Use

3.6 Long Distance Interexchange Services

3.6.1 Nature of Service

VP Telecom long distance services are interexchange telephone services that allow customers to originate and terminate calls at locations within the state of South Dakota. Usage charges are generally based on the distance, duration, and time of day of each call.

3.6.2 Availability

VP Telecom offers long distance interexchange services in South Dakota. All customers not pre-subscribed to VP Telecom's intrastate long distance calls will be billed at the basic message toll service rates set forth in Table 3. The calls will be billed at a one minute minimum and rounded to the next minute for calls lasting more than one minute.

3.6.3 Reserved for Future Use

3.0 Description of Services Offered (cont'd)

3.7 800 Services

3.7.1 Nature of Services

VP Telecom 800 services are inward WATS services that permit intrastate calls to a Customer's station in one location from stations in diverse geographical locations, and for which the VP Telecom Customer is billed for the calls rather than the call's originator. Unless otherwise specified, all VP Telecom 800 calls are subject to a 30-second minimum billing increments. All calls are rounded up to the next higher 6-second increment. In addition, Customers may also order Originating ANI Sorting, which provides the Customer with a detailed monthly analysis of the originating telephone numbers of those placing 800 calls at no charge.

3.8 Promotional Offerings

From time to time VP Telecom may engage in special promotions of limited duration not exceeding ninety (90) days. These promotions may be in the form of waived or reduced recurring and nonrecurring fees, lowered usage charges, or other actions designed to attract new customers or to increase existing Customer awareness of a particular service. All promotions will be offered on a non-discriminatory basis to eligible customers.

3.0 Description of Services Offered (cont'd)

3.9 Reserved For Future Use

4.0 Rates and Charges

4.1 Nonrecurring Charges ("NRC")

4.1.1 Early Termination Charges

If a Customer terminates service prior to the expiration of the term of the contract, the Customer will be required to pay the early termination charge in accordance with the Customer's contract for service.

4.1.2 Third Party Vendor Charges

Customers may also be charged for certain charges incurred by VP Telecom (at the Customer's instruction) in obtaining services from third party vendors. At the earliest opportunity, the Customer will be advised of the nature of the charges and the estimated amount of the charges. Unless otherwise provided in this tariff, where charges are incurred for a service purchased from a tariffed carrier in South Dakota, the charges will be the tariffed retail rate of the underlying carrier.

4.0 Rates and Charges (cont'd)

4.1 Nonrecurring Charges (cont'd)

4.1.3 Nonrecurring Charges

This is a one-time charge that applies for work involved in receiving, recording, transmitting, and acting upon information to connect, reconnect, move, or change telephone service initiated at the customer's request. When a customer's service has been denied because of nonpayment for service, the service will be restored upon the payment of, or arrangements for the payment of, all charges due plus a service order charge. No service order charges will apply for company initiated work. Rates for Non-Recurring Charges will be set forth in Local Services Rate Table 1.

4.1.4 Reconnect Fee

Reconnect Fee charge: \$50.00 for first line
\$25.00 for each additional line

This charge applies to reconnection of service after dial tone has been suspended or service has been disconnected.

4.1.5 Nonsufficient Funds Charge (NSF Checks)

NSF check charge: \$25.00
This charge applies when a check has been returned by the bank for non-payment.

4.0 Rates and Charges (cont'd)

4.2 Usage Rates

4.2.1 Local Service

Local service is billed at flat monthly rates for calls within the local calling area. Rates for local line service are set forth in Rate Table 1 in Section 4.4.1.

4.2.2 Directory Assistance

Rates for DA calls are set forth in Rate Table 2 in Section 4.4.2. In the event that a DA operator is unable to provide the requested telephone number, the charges will still apply. Certain persons are exempt from DA charges as provided in Section 3.2.5.

4.2.3 Long Distance Interexchange Services

4.2.3.A A Chargeable Time

Chargeable time begins when the connection is established between the calling station and the called station. Chargeable time ends when either side of the connection is terminated. Chargeable time does not include time lost because of faults or defects in the service.

4.0 Rates and Charges (cont'd)

4.2 Usage Rates (cont'd)

4.2.3 Long Distance Interexchange Services (cont'd)

4.2.3.B Reserved for Future Use

4.2.3.C Calculation of Charges

Charges will be calculated according to the rates and call timing set forth in each Rate Table 3.

4.2.3.D Time of Day

All periods ending on a specific hour run to, but not including, the stated hour.

4.2.3.D.1 Day Rates

Day rates are applicable from 8:00 a.m. to 5:00 p.m., Monday through Friday.

4.2.3.D.2 Evening Rates

Evening rates are applicable from 5:00 p.m. to 11:00 p.m., Sunday through Friday.

4.2.3.D.3 Night/Weekend Rates

Night/weekend rates are applicable at all times not listed for day or evening rates.

4.2.3.D.4 Peak/Off-Peak Rates

As an alternative to the foregoing time-of-day periods, some options allow for peak rates (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and off-peak rates (all other times).

4.0 Rates and Charges (cont'd)

4.2 Usage Rates (cont'd)

4.2.3 Long Distance Interexchange Services (cont'd)

4.2.3.E Reserved For Future Use

4.0 Rates and Charges (cont'd)

4.2 Usage Rates (cont'd)

4.2.3 Long Distance Interexchange Services (cont'd)

4.2.3.E Reserved For Future Use

4.0 Rates and Charges (cont'd)

4.2 Usage Rates (cont'd)

4.2.3 Long Distance Interexchange Services (cont'd)

4.2.3.E Reserved For Future Use

4.0 Rates and Charges (cont'd)

4.2 Usage Rates (cont'd)

4.2.3 Long Distance Interexchange Services (cont'd)

4.2.3.E Reserved For Future Use

4.0 Rates and Charges (cont'd)

4.2 Usage Rates (cont'd)

4.2.3 Long Distance Interexchange Services (cont'd)

4.2.3.E Reserved For Future Use

4.0 Rates and Charges (cont'd)

4.2 Usage Rates (cont'd)

4.2.4 800 Rates and Charges

4.2.4.A Monthly Charges

Customers are charged \$5.00 per month per 800 line. Customers ordering Area Code Blocking will be charged a one-time \$100 fee. Customers ordering Originating ANI Sorting will be charged a one-time \$25.00 fee.

4.2.4.B Usage-Sensitive Rates

All incoming calls are charged at the same rate regardless of point of origin. Day or peak rates are applicable from 8:00 a.m. to 5:00 p.m. Monday-Friday. Rates are set forth at Rate Table 4 in Section 4.4.4.

4.0 Rates and Charges (cont'd)

4.3 Reserved For Future Use

4.0 Rates and Charges (cont'd)

4.4 Rate Tables

4.4.1 Rate Table 1: Local Service Monthly Rates

Reserved for Future Use.

4.0 Rates and Charges (cont'd)

4.4 Rate Tables (cont'd)

4.4.1 Rate Table 1: Local Service Monthly Rates (cont'd)

Reserved for Future Use.

4.0 Rates and Charges (cont'd)

4.4 Rate Tables (cont'd)

4.4.1 Rate Table 1: Local Service Monthly Rates (cont'd)

Reserved for Future Use.

4.0 Rates and Charges (cont'd)

4.4 Rate Tables (cont'd)

4.4.1 Rate Table 1: Local Service Monthly Rates (cont'd)

Reserved for Future Use.

4.0 Rates and Charges (cont'd)

4.4 Rate Tables (cont'd)

4.4.1 Rate Table 1: Local Service Monthly Rates (cont'd)

Reserved for Future Use.

4.0 Rates and Charges (cont'd)

4.4 Rate Tables (cont'd)

4.4.2 Rate Table 2: Directory Assistance Rates

Each Call to Directory Assistance	\$0.85
Directory Assistance Call Completion	\$0.35

4.4.3 Rate Table 3: IntraState Long Distance Rates

Reserved for Future Use.

4.4.4 Rate Table 4: 800 Rates

Reserved for Future Use.

5.0 Service Areas5.1 General

VP Telecom offers Local Exchange Service within certain Qwest Exchange Areas and Local Calling Areas as set forth in 5.2 below.

5.2 Market Exchanges

The following Local Exchanges will be served by VP Telecom pursuant to an approved Interconnection Agreement between Qwest and VP Telecom.

Aberdeen	Huron	Redfield
Arlington	Iroquois	Sioux Falls
Belle Fourche	Lake Preston	Sisseton
Canton-Fairview	Lead	Spearfish
Cavour	McIntosh	Sturgis
Chamberlain	Madison	Tea
Colman	Milbank	Timber
DeSmet	Miller	Vermillion
Elk Point	Mitchell	Volga-Bruce
Flandreau	Morristown	Watertown
Harrisburg	Pierre-Ft. Pierre	Whitewood
Hill City	Rapid City	Yankton

6.0 Reserved for Future Use

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

IN THE MATTER OF THE APPLICATION OF VP)	ORDER GRANTING
TELECOM, INC. FOR A CERTIFICATE OF)	CERTIFICATE OF
AUTHORITY TO PROVIDE INTEREXCHANGE)	AUTHORITY
TELECOMMUNICATIONS SERVICES AND)	
LOCAL EXCHANGE SERVICES IN SOUTH)	TC02-031
DAKOTA)	

On March 29, 2002, the Public Utilities Commission (Commission) received an application for a certificate of authority from VP Telecom, Inc. (VP Telecom).

VP Telecom proposes to offer facilities-based local exchange services to consumers in South Dakota utilizing combinations of unbundled network elements and resale products purchased from the incumbent local exchange provider and interexchange telecommunications services. A proposed tariff was filed by VP Telecom.

On April 4, 2002, the Commission electronically transmitted notice of the filing and the intervention deadline of April 19, 2002, to interested individuals and entities. No petitions to intervene or comments were filed and at its regularly scheduled May 30, 2002, meeting, the Commission considered VP Telecom's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to rural safeguards, and subject to a continuous \$25,000 surety bond. Commission Staff further recommended a waiver of ARSD 20:10:24:02(8) and ARSD 20:10:32:03(11).

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3 and 49-31-69 and ARSD 20:10:24:02, 20:10:24:03 and 20:10:32:03. The Commission finds that VP Telecom has met the legal requirements established for the granting of a certificate of authority. VP Telecom has, in accordance with SDCL 49-31-3 and 49-31-71, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota. Further, the Commission finds that there is good cause to waive subparagraph (8) of ARSD 20:10:24:02 and subparagraph (11) of ARSD 20:10:32:03.

The Commission approves VP Telecom's application for a certificate of authority, subject to rural safeguards, and subject to a continuous \$25,000 surety bond. The certificate of authority for VP Telecom 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 VP Telecom choose to provide local exchange services in an area served by a rural telephone company, VP Telecom 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 VP Telecom's application for a certificate of authority to provide interexchange telecommunications services and local exchange services is granted, subject to a continuous \$25,000 surety bond; and it is

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

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

FURTHER ORDERED, that the Commission waives subparagraph (8) of ARSD 20:10:24:02 and subparagraph (11) of ARSD 20:10:32:03.

Dated at Pierre, South Dakota, this 7th day of June, 2002.

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>Neldine Kalbo</i></u>
Date:	<u>6/10/02</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Robert K. Sahr
ROBERT K. SAHR, Commissioner

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

CERTIFICATE OF AUTHORITY

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

Authority was Granted as of the date of the
Order Granting Certificate of Authority
Docket No. TC02-031

This is to certify that

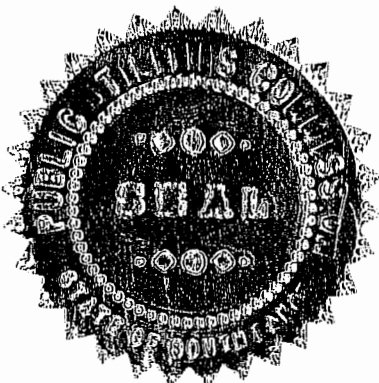
VP TELECOM, INC.

is authorized to provide interexchange telecommunications services,
including local exchange services in nonrural areas in South Dakota.

This certificate is issued in accordance with SDCL 49-31-3 and 49-31-69
and ARSD 20:10:24:02 and 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 7th day of June, 2002.

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**



James A. Burg

JAMES A. BURG, Chairman

Pam Nelson

PAM NELSON, Commissioner

Robert K. Sahr

ROBERT K. SAHR, Commissioner