TC98-147

DOCKET NO. TC98-147

In the Matter of

IN THE MATTER OF THE APPLICATION OF FIBERCOMM, L.C. FOR A CERTIFICATE OF AUTHORITY TO PROVIDE TELECOMMUNICATIONS SERVICES, INCLUDING LOCAL EXCHANGE SERVICE, IN SOUTH DAKOTA

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
2/22 99	Filed Application;
2/23 99	Affidavit of Publication;
2/24 99	Letter Dated;
3/1 99	Certified Copy;
3/2 99	Amended Application;
3/15 99	Proposed General Exchange Service Tariff;
3/22 99	Revised Tariff Pages;
3/30 99	Order Granting CLEC;
3/30 99	Docket Closed.

TC98-147

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SCOTT A. HINDMAN +

MARVIN J. KLASS
OF COUNSEL

HOWARD L. JOHNSON
RETIRED

* Also Admitted in Nebraska
+ Also Admitted in South Dakota

RECEIVED
AUG 27 1998
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

August 25, 1998

William Bullard
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501-5070

Re: Fibercomm, L.C.

Dear Mr. Bullard:

Enclosed please find the original and eleven copies of the Application of Fibercomm, L.C. For Issuance of Certificate of Authority to be filed with the State of South Dakota Public Utilities Commission. A check in the amount of $250 is enclosed to cover the filling fee for this application.

Please return a file stamped copy to my office in the enclosed self-addressed stamped envelope.

If you have any questions, please feel free to contact my office. Thank you.

Sincerely,

Vicki Bartels
Legal Assistant

Enclosure

TC98-147

RECEIVED

AUG 2 1 1998

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

STATE OF SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION

IN RE

FIBERCOMM, L.C.

DOCKET NO. _____

APPLICATION OF FIBERCOMM, L.C. FOR ISSUANCE OF CERTIFICATE OF AUTHORITY

APPLICATION OF FIBERCOMM, L.C.

FiberComm, L.C. (FiberComm), an Iowa limited liability company, by its attorneys and pursuant to S.D.C.L. § 49-31-3 and South Dakota Administrative Rules 20:10:24:01, *et seq.*, hereby files this Application for a Certificate of Authority to provide land-line local exchange telecommunications service and interexchange telecommunications service in the exchanges of U S WEST, within the State of South Dakota.

NARRATIVE SUMMARY OF APPLICATION

Service Territory

FiberComm is an Iowa limited liability company authorized to conduct business in Iowa and South Dakota with its principal place of business in LeMars, Iowa. FiberComm has never been denied registration or certification in any state. FiberComm will operate as a Competitive Local Exchange Carrier (CLEC). Its application for a Certificate of Public Convenience and Necessity in Iowa has been approved with certification pending the filing and approval of tariffs.

FiberComm seeks a Certificate of Authority to provide local exchange telecommunications service in the U S WEST exchanges within the State of South Dakota. The South Dakota Public Utilities Commission has maps on file for the service areas of the exchanges of U S WEST. FiberComm accepts the boundaries of the maps now on file as of the date of this application.

Service Offerings

FiberComm requests authority in this Application to provide local exchange service, intrastate and interstate long distance interexchange service using a combination of its own

facilities, leased facilities and the resale of services of other providers. FiberComm members currently own facilities with the most up-to-date technology available and will offer service to all eligible customers within the service areas previously described. It will provide service either by constructing its own facilities, leasing, or reselling of the incumbent's service.

FiberComm will establish a tariff where appropriate and will provide competitively priced services to the residents of the service areas where service is to be offered. FiberComm will market its products and services with company personnel using face-to-face or telephone contacts and may use contracted agents accountable to FiberComm. FiberComm is in the process of developing specific marketing strategies. Services will be offered within the current categories *Non-Competitive, Emerging Competitive and Fully Competitive* as classified by the Commission.

Technical, Financial and Managerial Ability

FiberComm is owned by Mutual Telephone Company of Sioux Center, Iowa, C-M-L Telephone Cooperative Association, Hills Telephone Company, Inc., Hospers Telephone Exchange, Inc., Peoples Telephone Company, Northern Iowa Telephone Company, West Iowa Telephone Company and Western Iowa Telephone Association. Its owners all have extensive experience in providing telecommunications service and currently provide state-of-the-art telecommunications to over 14,000 subscribers in Northwest Iowa, Minnesota and South Dakota.

The combined ownership represents significant management ability in providing progressive high quality service to subscribers in their respective territories. FiberComm and its owners have the financial resources to establish a state-of-the-art telecommunications network capable of providing high level services to the customers of the proposed service areas. Financial reports of the owners of FiberComm can be provided to the Commission, if requested, showing the strong financial position of the owners of FiberComm. Exhibit 1 is a Pro Forma financial statement of the financial position of FiberComm. A chief executive officer and a highly qualified technical staff have been employed for this operating entity. FiberComm does not anticipate

exceeding 50,000 subscribers in the foreseeable future and would envision providing service as a non-rate regulated competitive exchange carrier.

FiberNet Communications, L.C., an Iowa limited liability company owned by companies that, together, own a majority interest in FiberComm, currently owns 320 miles of fiber optic facilities in Northwest Iowa, located in or adjacent to the proposed service areas, and plans to construct additional fiber optic facilities in conjunction with other advanced equipment to connect the customers it plans to acquire. FiberComm has access to the technology to provide digital high-capacity access services, such as DS-1 and DS-3. It will also provide, via its state-of-the-art facilities, a wide variety of competitively priced custom calling features, local access to the Internet, ISDN, frame relay, voice mail, and other enhanced services.

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

FiberComm will maintain its headquarters in Northwest Iowa and a presence of personnel in its service areas. FiberComm will also provide accessibility to customers and, as its owners have proven in their current service areas, accountability to its subscribers.

No corporation, association, partnership, cooperative or individual holds a 20 percent or greater ownership or management interest in FiberComm. FiberComm does not own or control any subsidiaries.

Through its members' affiliation with Iowa Network Services, FiberComm's long distance service and access to other interexchange carriers is also an added benefit of customer choices for long distance using SS7 technology and substantial diversity in its interexchange facilities.

FiberComm further has the knowledge and understanding to assure regulatory compliance

in South Dakota and under the federal jurisdiction of the Federal Communication Commission (FCC).

Public Convenience and Necessity

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

1. **Name, Address and Telephone Number of Applicant**

FiberComm, L.C.
c/o Dennis L. Carlsen, Chief Executive Officer
P.O. Box 603
201 1/2 Plymouth St. NE
LeMars, Iowa, 51031
Telephone # 712/546-1557
Fax # 712/546-4188

FiberComm will provide the services for which the Certificate of Authority is requested under the name FiberComm, L.C.

2. **Organizational Information**

Form of organization:	Limited liability company
State of organization:	Iowa
Location of principal office in South Dakota:	None
Name and address of registered agent:	Dan Loveland 614 Broadway Yankton, SD 57078
Names and addresses of owners of 20 percent or more of the ownership or management interests in Applicant:	None
Names and addresses of subsidiaries:	None

A copy of the certificate of authority to transact business in South Dakota is attached to this Application.

3. **Telecommunications Services to be provided**

FiberComm requests authority in this Application to provide local exchange service, intrastate and interstate long distance interexchange service featuring a full array of telecommunications services including Voice, Centrex, CLASS, ISDN, Enhanced services, Hi speed data, Internet access, and the resale of wireless services. FiberComm will use a combination of its own facilities, leased facilities and the resale of services of other providers.

4. **Means for Providing Service**

a. **Switching**

FiberComm will purchase and install a Nortel DMS 500 host telephone switch with the software level being at NA008. The 500 software is a combination of a local (100), Toll (200) and Tandem (250) software. With this software load, any trunk or line side interface can be utilized to connect any carrier or vendors equipment.

b. **RF Interface**

Cornerstone Voice by Nortel will be the vendor that FiberComm will use to provide the RF interface to the customer with the use of coax plant. Nortel's Access Node will be FiberComm's interface to the customer with the use of fiber.

The Cornerstone product converts the digital signal from the DMS500 Switch using TR-303 interface to a RF form which is needed to send over the Coax plant. The subscriber Voice Port is located either at the business or home.

c. **Access Node for Fiber-fed Customers**

One bay equipped with 2 HDT's (AccessNode) supports 28 Voice Modules with 56 DS1's. This bay will be the fiber interface for customers. Any service can be provisioned in this bay through the TR-303 switch interface.

d. **Equipment Summary**

- 480 lines wired equipped with 12 ISDN lines (can be pots or ISDN)
- 480 TR-303 ports wired and equipped for 2400 lines
- 960 trunks equipped with 4800 trunks wired.
- 1 SuperNode series 60 (CPU)
- 64K Enet (Switching Network)
- 1 Link interface shelf (SS7 links)
- 6 Digital trunk Equipment Frames (T-1 interface to carriers and other service providers)
- 2 Input Output Equipment frames (Disk drives and tape drives)
- 1 ISDN Line Group Controller Equipment frame (ISDN lines) equipped with 1 Line Concentrating Module
- 1 Line Trunk equipment frame (Interfacing with remotes)
- 1 Multi Vendor Interface Equipment cabinet (AccessNode interface)
- 2 Integrated Service Module Equipment frames (Interfaces line test and trunk test equipment and also announcements for Class features)
- 2 Miscellaneous Equipment Frames
- 1 Power Distribution Center frame
- One 7' Bay with 2 HDT's mounted in CO to handle 1344 lines
- Wall mount AccessNode (customer site 48 lines)
- Omega 2W Station line card
- Omega 4W Station line card
- AccessNode wall mount term
- OC-3 Transport term (Fiber transceiver)
- Express CX (needed to terminate OC-3 signal at customer's site)

5. **Geographic Areas in which Service Will Be Offered**

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

WEST. FiberComm accepts the boundaries of the maps as on file and any future changes the incumbent may file after this filing, in compliance with South Dakota Law and Administrative Rules.

Pursuant to South Dakota Administrative Rule 20:10:24:02, FiberComm requests that the Commission waive the requirement of South Dakota Administrative Rule 20:10:24:02(7) that it provide a map of its proposed service territory.

6. **Financial Information, Tariff**

Copies of *pro forma* financial information for FiberComm are attached. Copies of specific financial undertakings on behalf of FiberComm by its members are attached.

Pursuant to South Dakota Administrative Rule 20:10:24:02, FiberComm requests the Commission waive the requirement in South Dakota Administrative Rule 20:10:24:02 (8) & (12) requiring the filing of a tariff and cost support. The pricing of FiberComm's services is contingent upon reaching agreement with Cable One, Inc. for interconnection and agreement for long distance interexchange service for resale. Until such agreements are completed, accurate competitive pricing would not be feasible.

7. **Names and Addresses of Representatives to whom Inquiries Should Be Made**

All inquiries concerning regarding complaints and regulatory matters should be made to:

Dennis L. Carlsen, Chief Executive Officer
FiberComm, L.C.
P.O. Box 603
201 1/2 Plymouth St. NE
LeMars, Iowa, 51031-0603

FiberComm will maintain its headquarters in Northwest Iowa and local business offices and a presence of technical and customer service personnel in its service areas to handle customer billing and customer service matters.

8. **States in which FiberComm Is Authorized to Do Business**

FiberComm is authorized to do business in Iowa and South Dakota. It has never been denied registration or certification in any state.

9. **Marketing of FiberComm's Services**

a. **Initial Entry Strategy**

FiberComm's initial market entry will be in Sioux City, Iowa and North Sioux City, South Dakota. This is the regional trade center area for Northwest Iowa and Southeast South Dakota. Plans call for a Nortel DMS-500 digital switch to be located in Sioux City and equipped with Nortel's Cornerstone Voice RF interface to provide for the latest technological advances. Through this switch via fiber, coax, and associated transmission equipment FiberComm plans to provide a full array of telecommunications services

including Voice, Centrex, CLASS, ISDN, Enhanced services, high-speed data, Internet access, and the resale of wireless services. These services will be provided on a Hybrid Fiber Coax (HFC) technology platform using Cable One, Inc. and US West Communication interconnection agreements for local loop distribution.

Initial staffing has been completed on the Operations and Technical aspects of the business that provides for substantial Telecommunications, HFC and CLEC experience.

A local business office will allow for face to face personal contact with customers and coupled with local installation and maintenance personnel to provide superior customer service.

b **Market Demographics**

The target market of Sioux City, Iowa and North Sioux City, South Dakota, has a population in excess of 85,000. The population for the entire Sioux City metropolitan area and adjacent Woodbury County exceeds 130,000, based on the latest Chamber of Commerce reports. The number of households exceeds 32,000 and businesses within Sioux City, alone, exceed 2,100. The Median Household Income is $25,045 with an Average Household Income of $32,000. The Median Family Income is $30,743 with 48.2% of the families having two incomes. Per Capita Income is $12,339. The 18-44 age group represents 40.4% of the population. 36.5% of the population have high school degrees and 12.5% have college degrees.

The majority of the business work force (32.8%) is in the technical, sales and administrative support, with managerial and professional comprising 22.8%.

Sioux City has eight (8) employers with over 1000 employees and is the finance, medical, educational and retail services center for the Northwest Iowa and Southeast South Dakota. In current dollars 1997 sales total $1,092,380,000 for the area compared to $246,190,000 in 1971 reflecting a growth of 343%. 1997 sales per firm totaled $4994,400 or $13,037 per capita. General Merchandise reflected the biggest share of sales at 16.2% followed by Food Stores at 14.3% and Services at 9.9%. The Services sector reflected the largest number of business establishments at 733 (34%) followed by Specialty Stores at 18% and Wholesale at 9.5%.

c **Target Markets/Penetration**

FiberComm's primary market focus will be the Business Community with the Residential market being served initially on an "On Demand" basis. Target markets will be the Education, Health, Finance, Government sectors and Multiple Dwelling Units (MDU).

FiberComm projects approximately 400 business customers in year one totaling 2,847 access lines which is 18% of the business market base.

Residential projections are conservative at 670 customers (1.5%) and 738 lines due to secondary "On Demand" approach to this market. These projections seem reasonable based upon FiberComm's own customer contacts and market research conducted by an independent outside agency. FiberComm employees who are well known and respected in

the business community contacted over 34 business and 28 MDU's totaling in excess of 6,800 access lines which expressed interest and a desire in FiberComm's service. For study purposes, this number was reduced by over 50% in FiberComm's financial projection for a conservative and realistic approach to the market. It should be noted that a great number of these contacts were unsolicited by FiberComm and indicate (a) a substantial measure of dissatisfaction with present service, and (b) familiarity with FiberComm's staff's reputation in the area. A market research study conducted by Satisfaction Development Systems (SDS) of Salt Lake City, UT confirms customer interest and support of FiberComm's projections. SDS contacted 368 businesses (17%) in Sioux City via telephone asking 17 questions regarding customer interest in receiving alternative telephone service from an unnamed provider. In general, this report reflected reliability, rates and local presence were of greatest interest to the business community. This research suggested 10-15% of the customers contacted would sign up for FiberComm service based upon rates, service packaging, effective advertising and name recognition. Based on FiberComm's contacts in the market place it concurs with this study assessment and feels that its market projections are viable and realistic.

d **Competitive Analysis**

The incumbent LEC serving the Sioux City exchange is US West Communications, which is the primary provider in the market. Both FiberComm personal contacts and market research point out opportunities with US West customers due to provisioning of Hi-Capacity facilities, repair response time, opportunity for alternative or redundant service and local presence/personal contact.

McLeodUSA, Inc. a Cedar Rapids, IA, CLEC also has a presence in the Sioux City market. At the present time McLeod is reselling US West Communication Centrex service and provisioning its own long distance service to the business community. McLeod does not have a telephone switch or public office in this market and services the market through an 800 number with a small local sales force. McLeod has done little advertising in this market and is most visible through its telephone directory subsidiary, McLeodUSA Publishing, Inc. Although McLeod is a viable state and regional provider customer dissatisfaction does exist concerning its service/product portfolio, billing and lack of local presence. It does not appear that Sioux City is a primary market for McLeod due to their broad geographic coverage and diversified business interests.

FiberComm is confident that its business plan, if implemented in a timely and effective manner, can take advantage of McLeod's vulnerability in this market and become the primary alternative CLEC of choice.

CommChoice, L.C. is another CLEC registered to serve this market with the Iowa Utilities Board. CommChoice is a limited liability company formed by Long Lines, Inc. which was formed by Northwest Iowa Telephone Company in Sergeant Bluff, Iowa. CommChoice has been inactive in the marketplace to the best of our knowledge since receiving its state certification. Several key FiberComm technical and operational employees are former employees of Northwest Iowa Telephone and are familiar with the CommChoice organization. CommChoice presently has no presence in the Sioux City market, with our knowledge of the local market and the CommChoice organization plans we do not consider them a viable competitor at this time.

The key to FiberComm's entry in the Sioux City market is to implement effectively our business plan in a timely manner allowing us to be the first facility-based provider with local presence. Experience has proven that timely entry into the market is a key to success.

e. **Sales/Advertising Strategy**

Initially businesses of 50 employees and over will be the market focus. This represents approximately 147 businesses or ± 7% of the market. Twenty Multi-Unit Dwellings (MDU's) will also be targeted, representing approximately 1.5% of the residential market. These two broad segments will be addressed through a direct sales force of two full time Account Executives. A Company awareness identity program will be launched in the 4th quarter 1998 to announce FiberComm's entry into the market place.

Both a web site and direct mail pieces will be created to supplement this initial entry into the market. FiberComm's strategy will not be least-price but, rather, consultative innovative solution-oriented services, service that meets and exceeds our customers' expectations, local community presence, one-stop shopping and one comprehensive billing statement. It is anticipated that FiberComm's pricing of services subject to tariff will mirror the incumbent US West pricing, with the exception of the second residential line to a home, which would be one half the normal rate. This is possible due to the HFC technology being implemented. Studies have shown the reliability, features/services and commitment are the top priorities of the business community. On the other hand, rates and local presence are important to the residential community.

As the business matures it is also anticipated that a small high-quality sales agent program maybe implemented to supplement the existing direct sales force.

f. **Summary**

FiberComm feels that it is well positioned to succeed in the Sioux City/North Sioux City marketplace. Key to this success is its existing staff that has lived worked in this market for a number of years. In addition to having a staff that is known and respected in the community, this group also has significant Telecom, HFC and CLEC experience. With solid partnership funding and backing, state of the art technology and an innovative, creative, customer-focused approach to business with a local presence, FiberComm believes that it can become a viable player in this market. Timing to the marketplace and execution are crucial to the success of this endeavor. FiberComm is well on the way to implementing this business plan and to offer the community of Sioux City a true choice in meeting their telecommunications needs for both the present and the future.

FiberComm does not engage in "multi-level" marketing. No Company brochures have been prepared.

FiberComm requests the Commission grant this Application for a Certificate of Authority to authorize FiberComm to provide competitive local exchange services and interexchange service.

in the exchange areas of U S WEST within State of South Dakota

Respectfully submitted,

Dennis L. Carlsen, Chief Executive Officer
FiberComm, L.C.
P.O. Box 603, 201 1/2 Plymouth St. NE
LeMars, Iowa, 51031

STATE OF IOWA, COUNTY OF WOODBURY SS

I, Dennis L. Carlsen, being duly sworn on oath, depose and state that I am the Chief Executive Officer of FiberComm, L.C., the Applicant in the above-entitled action, that I have read the foregoing Application and the Exhibits thereto and know and understand the contents of the same, and that the information contained therein is true and correct to the best of my knowledge and belief.

Dennis L. Carlsen

SUBSCRIBED and sworn to before me by Dennis L. Carlsen this 3/14 day of August, 1998.

VICKI J. BARTELS
MY COMMISSION EXPIRES
December 31, 1999

Notary Public in and for the State of Iowa

List of Exhibits

Exhibit 1	FiberComm, L.C. Income Statement 07/31/98
Exhibit 2	FiberComm, L.C. Balance Sheet 07/31/98
Exhibit 3	FiberComm, L.C. Pro Forma Statement of Operations for year ending December 31, 1998
Exhibit 4	FiberComm, L.C. List of Officers
Exhibit 5	FiberComm, L.C. Synopsis of Owners
Exhibit 6	Financial Commitment Undertakings from Owners of FiberComm, L.C.
Exhibit 7	FiberComm, L.C. Authorization Documents

EXHIBIT 1

Fibercom I. C.
Fibercom Income Statement
07/31/1998

	CURRENT	YTD
Income		
Expenses		
Plant Specific Operations Expense	5,112.89	18,695.24
Plant Nonspecific Operations Expense	8,937.30	45,228.32
Depreciation Expense	16.75	117.25
Amortization Expense	4,046.71	46,284.75
Customer Operations Expense	4,572.82	15,369.30
Corporate Operations Expense	17,968.97	194,137.85
Total Operating Expenses	40,555.44	319,632.71
Operating Income or Margins		
Other Operating Income and Expense		
State and Local Taxes		
Federal Income Taxes		
Net Operating Income or Margins		
Interest Expense-Capital Lease		
Other Interest Expenses		
Allowance for Funds Used During Construction		
Interest Income	1,619.10	8,905.41
Extraordinary Items		
Jurisdictional Differences		
Nonregulated Net Income	0.00	4,477.34
Total Net Income or Margins		

EXHIBIT 2

Fibercom L.C.
Fibercom Balance Sheet
07/31/1998

	BALANCE
CURRENT ASSETS	
Cash - Checking Account	$6,993.55
Cash - Money Market Account	342,342.03
Accounts Receivable - Others	28,882.88
Notes Receivable	
Material - Nonregulated	
Prepayments	8,490.12
Total Current Assets	386,708.58
NONCURRENT ASSETS	
Investment in Affiliated Companies	
Other Investments	
Nonregulated Investments	
Other Noncurrent Assets	
Deferred Charges	
Jurisdictional Diffferences	
PLANT, PROPERTY, AND EQUIPMENT	
Telecommunications Plant-in-Service	143,297.42
Property Held For Future Use	
Plant Under Construction	43,957.96
Plant Adj, Nonoperating Plt, & Goodwill	
Less Accumulated Depreciation	22,608.79
Net Plant	164,646.59
TOTAL ASSETS	$551,355.17

Fibercom L C
Fibercom Balance Sheet
07/31/1998

	BALANCE
CURRENT LIABILITIES	
Accounts Payable	1,774.01
Notes Payable	
Advance Billings and Payments	
Customer Deposits	
Current Maturities LTD	
Current Maturities - Capital Leases	
Income Taxes Accrued	
Other Taxes Accrued	136.45
Accrued Interest Payable	14,784.52
Total Current Liabilities	16,694.98
LONG-TERM DEBT	
Funded Debt-REA Notes	
Funded Debt-RTB Notes	
Funded Debt-FFB Notes	
Premium on Long-Term Debt	
Reacquired Debt	
Obliganions Under Capital Lease	
Advances From Affiliated Companies	
Other Long-Term Debt	
OTHER LIABILITIES AND DEFERRED CREDITS	
Other Long-Term Liabilities	
Other Deferred Credits	
Other Jurisdicitional Differences	
EQUITY	
Members Capital Accounts	841,110.15
Current Year Income	(306,449.96)
Total Equity	534,660.19
TOTAL LIABILITIES AND EQUITY	$551,355.17

EXHIBIT 3

START

OF

RETAKE

PRO FORMA STATEMENT OF OPERATIONS
of FiberCom, L.C.
FOR YEAR ENDING DECEMBER 31, 1998

INCOME STATEMENT

		Pro Forma
Net Revenues		$0
Expenses		
Plant Specific Operations	$224,000	
Plant Non-specific Operations	0	
Depreciation & Amortization	6,100	
Customer Operations Expense	81,700	
Corporate Operations Expense	270,100	
		581,900
Operating Income		(581,900)
Interest Income		8,500
Interest Expense		24,000
		(15,500)
Net Income (Loss)		($597,400)

PRO FORMA STATEMENT OF OPERATIONS
of FiberCom, L.C.
For Year Ending December 31, 1998
(continued)

BALANCE SHEET		Pro Forma
Assets		
Current Assets		$123,310
Leasehold Improvements	80,000	
Furniture & Office Equipment	100,000	
Central Office Equipment	2,147,300	
General Purpose Computers	100,000	
Motor Vehicle	118,800	
Other Work Equipment	85,600	
Plant in Service		2,631,700
Other Assets		1,925,000
Total Assets		$4,680,010
Liabilities & Equity		
Current Liabilities		116,300
Long Term Debt & Deferred Liabilities		1,600,000
Capital Contributions	3,600,000	
Retained Earnings	(636,290)	
Equity		2,963,710
Total Liabilities & Equity		$4,680,010

END

OF

RETAKE

EXHIBIT 4

FiberComm, L.C

List of Officers

Name	Title	Address, City, State, Zip Code
Ross K. Vernon	President	P.O. Box 200, 339 First Avenue NE Sioux Center, IA 51250
Dan C. Rose	Vice President	P.O. Box 18, 208 Eagle Street Meriden, IA 51037
William H. Daubendiek II	Secretary	P.O. Box 330, 12 East Third Street Remsen, IA 51050
David L. Raak	Treasurer	P.O. Box 142, 107 - 2nd Ave. South Hospers, IA 51238
Dennis L. Carlsen	Chief Executive Officer	P.O. Box 603 201 1/2 Plymouth St. NE LeMars, IA 51031

EXHIBIT 5

Synopsis of Owners of FiberComm, L.C.

C-M-L Telephone Cooperative Association

C-M-L Telephone Cooperative Association is headquartered in Meriden, Iowa and serves three (3) exchanges in Cherokee County and one (1) exchange in O'Brien County. C-M-L serves its customers with second generation digital switching and all buried outside plant. It is a member company of Iowa Network Services, has ownership in FiberNet, a SONET-dual ring fiber optic network in northwest Iowa, with interconnection points in Sioux City and Spencer, Iowa and Sioux Falls, South Dakota, and has ownership in cellular licenses. Services offered in its serving area are: affordable basic telephone service, switched 56 service, ISDN, local Internet access, voice messaging, SS7, paging service, and a full selection of custom calling features. Dan C. Rose is the Manager of C-M-L, with over 30 years experience in the telecommunications industry and is active in the communities within its serving area. C-M-L has annual revenues of $711,000 and total assets of $2,871,000.

Hills Telephone Company, Inc.

Hills Telephone Company, Inc. is headquartered in Dell Rapids, South Dakota and serves four (4) exchanges in Iowa and two (2) exchanges in Minnesota. Hills serves its area with digital switching and all buried outside plant. It is a member company of Iowa Network Services in Iowa and MEANS in Minnesota for equal access, and has ownership in FiberNet, a SONET-dual ring fiber optic network in northwest Iowa, with interconnection points in Sioux City and Spencer, Iowa and Sioux Falls, South Dakota. Services offered in its serving area are: affordable basic local telephone service, high capacity interexchange service, local Internet access, switched 56 service, ISDN, voice messaging, SS7, and a full selection of custom calling features. Other affiliations include Ollig Utilities Company, Sioux Valley Telephone Company, Valley Cablevision and Ollig Cablevision. Hills has annual revenues of $2,166,000 and total assets of $5,400,000.

Hospers Telephone Exchange, Inc.

Hospers Telephone Exchange, Inc. is headquartered in Hospers, Iowa and serves one (1) exchange in Sioux and O'Brien Counties. Hospers has digital switching and all buried outside plant. It is a member company of Iowa Network Services, owns an interconnect company which provides station equipment in eight (8) counties in Iowa, Minnesota and South Dakota, has ownership in FiberNet, a SONET-dual ring fiber optic network in northwest Iowa , with interconnection points in Sioux City and Spencer, Iowa and Sioux Falls, South Dakota and ownership in PCS and cellular licenses. Services offered in its serving area are: affordable basic local exchanges service, local Internet access, high capacity interexchange service, voice messaging, and a full selection of custom calling features. Hospers owns HTC Cable Com, a cable television company serving Hospers, Sheldon, and Sibley, Iowa. David Raak is Manager of Hospers Telephone Exchange, Inc., and is active in the community Hospers serves and the Iowa telecommunications industry. Hospers has annual revenues of $1,500,000 and total assets of $6,300,000.

Mutual Telephone Company of Sioux Center, Iowa

Mutual Telephone Company of Sioux Center, Iowa is headquartered in Sioux Center, Iowa and serves Sioux Center and the surrounding rural area. Mutual has digital switching and all buried outside plant. It is a member company of Iowa Network Services, has ownership in FiberNet, a

SONET-dual ring fiber optic network in northwest Iowa , with interconnection points in Sioux City and Spencer, Iowa and Sioux Falls, South Dakota and ownership in PCS and cellular licenses. Services offered in its serving area are: affordable basic local exchanges service, long distance service, high capacity interexchange service, switched 56 service, ISDN, PBX and key systems, local Internet access, paging service, cable television, voice messaging, SS7, and a full selection of custom calling features. Ross Vernon is Vice President and General Manager of Mutual Telephone Company and is active in the community Mutual serves and the Iowa telecommunications industry. Mutual owns Premier Communications, Inc., a cable television company serving Hull, Rock Valley and Sioux Center, Iowa. Mutual Telephone Company has annual revenues of $2,800,000 and total assets of $9,500,000.

Northern Iowa Telephone Company

Northern Iowa Telephone Company is headquartered in Sioux Center, Iowa and serves six (6) exchanges in six (6) Iowa counties. Northern has digital switching and all buried outside plant. It is a member company of Iowa Network Services, has ownership in FiberNet, a SONET-dual ring fiber optic network in northwest Iowa , with interconnection points in Sioux City and Spencer, Iowa and Sioux Falls, South Dakota and ownership in PCS and cellular licenses. Services offered in its serving area are: affordable basic local exchanges service, local Internet access, high capacity interexchange service, switched 56 service, ISDN, PBX and key systems, paging service, cable television, voice messaging, SS7, and a full selection of custom calling features. Ross Vernon is President and General Manager of Northern Iowa Telephone Company and is active in the communities Northern serves and in the Iowa telecommunications industry. Northern Iowa Telephone Company owns Webb-Dickens Telephone Company, a local exchange company in northwest Iowa and Vernon Communication & T.V. , Inc., a cable television company serving 12 northwest Iowa communities. Northern Iowa Telephone Company has annual revenues of $3,000,000 and total assets of $11,500,000.

West Iowa Telephone Company

West Iowa Telephone Company is headquartered in Remsen, Iowa and serves six (6) exchanges in western Iowa and through its affiliate serves three (3) exchanges in Nebraska. West Iowa has digital switching and all buried outside plant. It is a member company of Iowa Network Services, has ownership in FiberNet, a SONET-dual ring fiber optic network in northwest Iowa, with interconnection points in Sioux City and Spencer, Iowa and Sioux Falls, South Dakota and ownership in PCS and cellular licenses. Services offered in its serving area are: affordable basic local exchanges service, local Internet access, high capacity interexchange service, switched 56 service, ISDN, PBX and key systems, paging service, cable television, voice messaging, SS7, video conferencing and a full selection of custom calling features. William Daubendiek II is the Manager of West Iowa Telephone Company and is active in the communities West Iowa serves and the Iowa telecommunications industry. West Iowa Telephone Company has annual revenues of $4,000,000 and total assets of $11,200,000

Western Iowa Telephone Association

Western Iowa Telephone Association is a member-owned cooperative headquartered in Lawton,

Iowa, providing telecommunications services to 11 rural communities in northwest Iowa. Local exchange service is provided to 3,400 access lines from eight (8) digitally-switched exchanges. All interoffice and long distance connections are provided over a fiber optic network, and equal access for long distance services is available to all customers through Western Iowa's membership in Iowa Network Services. All buried outside plant provides reliable, high-quality voice and data circuits for business and residential customers.

Advanced digital switching allows customers to select from custom calling services and custom local area switching services. Signaling System 7, a start-of-the-art signaling protocol, provides reduced call set-up times and almost instantaneous connection.

Link Plus voice messaging and Net INS Internet access are provided to all exchanges through the company's alliance with Iowa Network Services. Plans include offering ISDN services in the near future.

A partner with CommNet Cellular, Inc. in two (2) cellular partnerships, the cooperative provides sales of cellular telephone service and cellular telephones as an agent of CommNet Cellular, Inc.

The cooperative serves a 615 square-mile area within Woodbury, Monona and Plymouth counties in Iowa.

Other services provided include Enhanced 911 service, local paging, prepaid calling cards and FAX services.

Doug Furlich, Manager, is active in the communities served by Western Iowa Telephone Association and the Iowa telecommunications industry. Western Iowa Telephone Association has annual revenues over $3,150,000 and total assets in excess of $14,800,000.

Peoples Telephone Company

Peoples Telephone Company is headquartered in Aurelia, Iowa, and serves one exchange in Cherokee and Buena Vista counties. Peoples has digital switching and all buried outside plant facilities. It is a member company of Iowa Network Services. Services offered in its serving area are: affordable basic local exchange service, ISDN, cable television service, local Internet access and high capacity interexchange service.

Jay Putney, Manager, is active in the community of Aurelia and the Iowa telephone industry. Peoples Telephone Company is affiliated with New Ulm Telecom, Inc., and Western Telephone Company, both local exchange carriers operating in Minnesota with headquarters in New Ulm, Minnesota. Peoples Telephone Company has annual revenues over $450,000 and total assets in excess of $2,300,000.

EXHIBIT 6

CERTIFIED RESOLUTION

I, Timothy Ohlson Secretary of the C-M-L Telephone Cooperative, Assn. (the "Corporation"), a corporation organized and existing under the laws of the State of Iowa hereby certify that the following is a true and correct copy of a resolution of the Board of Directors of the Corporation duly adopted at a duly convened meeting of said Board of Directors held on the 14th day of April, 1998, as taken by me from the minutes of said meeting and compared by me with the original of said resolution recorded in said minutes.

WHEREAS the Corporation and the other members of FiberCom, L.C. ("FiberCom") have made equal capital commitments to FiberCom whereby each member of FiberCom has agreed to pay it up to $70,000.00 as a contribution to the capital (the "Capital Commitment") and has agreed to make a loan to it in the amount of $80.000.00 (the "Loan Commitment"); and

WHEREAS the Corporation has funded the Capital Commitment by making contributions to the capital of FiberCom in the total amount of $60,000.00; and

WHEREAS FiberCom has determined that its capital needs have expanded beyond the original projections and that the capital commitment of the Corporation and the other members is no longer sufficient to fund its operations; and

WHEREAS FiberCom has requested that its members convert their respective Loan Commitments to contributions to capital and make additional contributions to capital as set forth below to provide funding for CLEC projects in Sioux City and Northwest Iowa and for other purposes; and

WHEREAS the Board of Directors of the Corporation have determined that it is in the best interests of the Corporation to honor the request of FiberCom for additional capital;

NOW, THEREFORE, it is hereby resolved as follows:

1. During calendar year 1998, the Corporation is authorized to make capital contributions to FiberCom in an amount not to exceed $190,000.00. This amount is in addition to the $60,000.00 contributed to date.

2. During calendar year 1999, the Corporation is authorized to make capital contributions to FiberCom in an additional amount not to exceed $100,000.00.

3. During calendar year 2000, the Corporation is authorized to make capital contributions to FiberCom in an additional amount not to exceed $100,000.00.

4. The total capital commitment of the Corporation to FiberCom shall not exceed $450,000.00. The commitment expressed in this resolution is in lieu of and not in addition to the Capital Commitment and the Loan Commitment and, to the extent not already funded, the Capital Commitment and the Loan Commitment are hereby expressly withdrawn.

5. Subject to the per-year limit on contributions set forth above, the amount and timing of capital contributions shall be as determined by FiberCom.

6. The Corporation is further authorized to execute and deliver to the Rural Telephone Finance Cooperative ("RTFC") its unsecured guarantee of loans made to FiberCom by the RTFC in an amount not to exceed $250,000. This guarantee shall be on such terms and conditions as RTFC shall require. The President or his designee and the Secretary are expressly hereby authorized to execute the agreements memorializing the terms of such guaranty on behalf of the Corporation without further action by this Board.

IN WITNESS WHEREOF I have hereunto set my hand (and caused the corporate seal of the Corporation) to be hereunto affixed on this 14th day of April, 1998.

Timothy Ohlson, Secretary

CERTIFIED RESOLUTION

I, Dennis M. Speiser, Assistant Secretary of Hills Telephone Company, Inc. (the "Corporation"), a corporation organized and existing under the laws of the State of Minnesota hereby certify that the following is a true and correct copy of a resolution of the Board of Directors of the Corporation duly adopted at a duly convened meeting of said Board of Directors held on the 25th day of March, 1998, as taken by me from the minutes of said meeting and compared by me with the original of said resolution recorded in said minutes.

WHEREAS, the Corporation and the other members of FiberCom, L.C. ("FiberCom") have made equal capital commitments to FiberCom whereby each member of Fibercom has agreed to pay it up to $70,000.00 as a contribution to the capital (the "Capital Commitment") and has agreed to make a loan to it in the amount of $80,000.00 (the "Loan Commitment"); and

WHEREAS, the Corporation has funded the Capital Commitment by make contributions to the capital of FiberCom in the total amount of $60,000.00; and

WHEREAS, FiberCom has determined that its capital needs have expanded beyond the original projections and that the capital commitment of the Corporation and the other members is no longer sufficient to fund its operations; and

WHEREAS, FiberCom has requested that its members convert their respective Loan Commitments to contributions to capital and make additional contributions to capital as set forth below to provide funding for CLEC projects in Sioux City and Northwest Iowa and for other purposes; and

WHEREAS, the Board of Directors of the Corporation have determined that it is in the best interests of the Corporation to honor the request of FiberCom for additional capital;

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. During calendar year 1998, the Corporation is authorized to make capital contributions to FiberCom in an amount not to exceed $190,000.00. This amount is in addition to the $60,000.00 contributed to date.

2. During calendar year 1999, the Corporation is authorized to make capital contributions to FiberCom in an additional amount not to exceed $100,000.00.

CERTIFIED RESOLUTION

3. During calendar year 2000, the Corporation is authorized to make capital contributions to FiberCom in an additional amount not to exceed $100,000.00.

4. The total capital commitment of the Corporation to FiberCom shall not exceed $450,000.00. The commitment expressed in this resolution is in lieu of and not in addition to the Capital Commitment and the Loan Commitment and, to the extend not already funded, the Capital Commitment and the Loan Commitment are hereby expressly withdrawn.

5. Subject to the per-year limit on contributions set forth above, the amount and timing of capital contributions shall be as determined by FiberCom.

6. The Corporation is further authorized to execute and deliver to the Rural Telephone Finance Cooperative ("RTFC") its unsecured guarantee of loans made to FiberCom by the RTFC in an amount not to exceed $250,000.00. This guarantee shall be on such terms and conditions as RTFC shall require. The President or his designee and the Secretary are expressly hereby authorized to execute the agreements memorializing the terms of such guaranty on behalf of the Corporation without further action by this Board.

IN WITNESS WHEREOF, I have hereunto set my hand (and caused the corporate seal of the Corporation) to be hereunto affixed on this 25th day of March, 1998.

Dennis M. Speiser

Dennis M. Speiser, Assistant Secretary

CERTIFIED RESOLUTION

I, ARLENE RAAK Secretary of HOSPERS TEL CO (the "Corporation"), a corporation organized and existing under the laws of the State of _____ hereby certify that the following is a true and correct copy of a resolution of the Board of Directors of the Corporation duly adopted at a duly convened meeting of said Board of Directors held on the 1 day of MAY, 1998, as taken by me from the minutes of said meeting and compared by me with the original of said resolution recorded in said minutes.

WHEREAS the Corporation and the other members of FiberCom, L.C. ("FiberCom") have made equal capital commitments to FiberCom whereby each member of FiberCom has agreed to pay it up to $70,000.00 as a contribution to the capital (the "Capital Commitment") and has agreed to make a loan to it in the amount of $80,000 (the "Loan Commitment"); and

WHEREAS the Corporation has funded the Capital Commitment by making contributions to the capital of FiberCom in the total amount of $60,000.00; and

WHEREAS FiberCom has determined that its capital needs have expanded beyond the original projections and that the capital commitment of the Corporation and the other members is no longer sufficient to fund its operations; and

WHEREAS FiberCom has requested that its members convert their respective Loan Commitments to contributions to capital and make additional contributions to capital as set forth below to provide funding for CLEC projects in Sioux City and Northwest Iowa and for other purposes; and

WHEREAS the Board of Directors of the Corporation have determined that it is in the best interests of the Corporation to honor the request of FiberCom for additional capital;

NOW, THEREFORE, it is hereby resolved as follows:

1. During calendar year 1998, the Corporation is authorized to make capital contributions to FiberCom in an amount not to exceed $190,000.00. This amount is in addition to the $60,000.00 contributed to date.

2. During calendar year 1999, the Corporation is authorized to make capital contributions to FiberCom in an additional amount not to exceed $100,000.00.

3. During calendar year 2000, the Corporation is authorized to make capital contributions to FiberCom in an additional amount not to exceed $100,000.00.

4. The total capital commitment of the Corporation to FiberCom shall not exceed $450,000.00. The commitment expressed in this resolution is in lieu of and not in addition to the

Capital Commitment and the Loan Commitment and, to the extent not already funded, the Capital Commitment and the Loan Commitment are hereby expressly withdrawn.

5. Subject to the per-year limit on contributions set forth above, the amount and timing of capital contributions shall be as determined by FiberCom.

6. The Corporation is further authorized to execute and deliver to the Rural Telephone Finance Cooperative ("RTFC") its unsecured guarantee of loans made to FiberCom by the RTFC in an amount not to exceed $250,000. This guarantee shall be on such terms and conditions as RTFC shall require. The President or his designee and the Secretary are expressly hereby authorized to execute the agreements memorializing the terms of such guaranty on behalf of the Corporation without further action by this Board.

IN WITNESS WHEREOF I have hereunto set my hand (and caused the corporate seal of the Corporation) to be hereunto affixed on this 1 day of MAY, 1998.

Arlene Rack
Arlene Rack, Secretary
Typed or printed name

CERTIFIED RESOLUTION

I, Ted Van Bruggen Secretary of Mutual Telephone Co. (the "Corporation"), a corporation organized and existing under the laws of the State of Iowa hereby certify that the following is a true and correct copy of a resolution of the Board of Directors of the Corporation duly adopted at a duly convened meeting of said Board of Directors held on the 7th day of March, 1998, as taken by me from the minutes of said meeting and compared by me with the original of said resolution recorded in said minutes.

WHEREAS the Corporation and the other members of FiberCom, L.C. ("FiberCom") have made equal capital commitments to FiberCom whereby each member of FiberCom has agreed to pay it up to $70,000.00 as a contribution to the capital (the "Capital Commitment") and has agreed to make a loan to it in the amount of $80,000 (the "Loan Commitment"); and

WHEREAS the Corporation has funded the Capital Commitment by making contributions to the capital of FiberCom in the total amount of $60,000.00; and

WHEREAS FiberCom has determined that its capital needs have expanded beyond the original projections and that the capital commitment of the Corporation and the other members is no longer sufficient to fund its operations; and

WHEREAS FiberCom has requested that its members convert their respective Loan Commitments to contributions to capital and make additional contributions to capital as set forth below to provide funding for CLEC projects in Sioux City and Northwest Iowa and for other purposes; and

WHEREAS the Board of Directors of the Corporation have determined that it is in the best interests of the Corporation to honor the request of FiberCom for additional capital;

NOW, THEREFORE, it is hereby resolved as follows:

1. During calendar year 1998, the Corporation is authorized to make capital contributions to FiberCom in an amount not to exceed $190,000.00. This amount is in addition to the $60,000.00 contributed to date.

2. During calendar year 1999, the Corporation is authorized to make capital contributions to FiberCom in an additional amount not to exceed $100,000.00.

3. During calendar year 2000, the Corporation is authorized to make capital contributions to FiberCom in an additional amount not to exceed $100,000.00.

4. The total capital commitment of the Corporation to FiberCom shall not exceed $450,000.00. The commitment expressed in this resolution is in lieu of and not in addition to the

Capital Commitment and the Loan Commitment and, to the extent not already funded, the Capital Commitment and the Loan Commitment are hereby expressly withdrawn.

5. Subject to the per-year limit on contributions set forth above, the amount and timing of capital contributions shall be as determined by FiberCom.

6. The Corporation is further authorized to execute and deliver to the Rural Telephone Finance Cooperative ("RTFC") its unsecured guarantee of loans made to FiberCom by the RTFC in an amount not to exceed $250,000. This guarantee shall be on such terms and conditions as RTFC shall require. The President or his designee and the Secretary are expressly hereby authorized to execute the agreements memorializing the terms of such guaranty on behalf of the Corporation without further action by this Board

IN WITNESS WHEREOF I have hereunto set my hand (and caused the corporate seal of the Corporation) to be hereunto affixed on this 17th day of March, 1998.

Ted Van Bruggen

Ted Van Bruggen, Secretary

Typed or printed name

CERTIFIED RESOLUTION

I, Velma J. Vernon Secretary of Northern Iowa Telephone (the "Corporation"), a corporation organized and existing under the laws of the State of Iowa hereby certify that the following is a true and correct copy of a resolution of the Board of Directors of the Corporation duly adopted at a duly convened meeting of said Board of Directors held on the 7th day of March, 1998, as taken by me from the minutes of said meeting and compared by me with the original of said resolution recorded in said minutes:

WHEREAS the Corporation and the other members of FiberCom, L.C. ("FiberCom") have made equal capital commitments to FiberCom whereby each member of FiberCom has agreed to pay it up to $70,000.00 as a contribution to the capital (the "Capital Commitment") and has agreed to make a loan to it in the amount of $80,000 (the "Loan Commitment"); and

WHEREAS the Corporation has funded the Capital Commitment by making contributions to the capital of FiberCom in the total amount of $60,000.00; and

WHEREAS FiberCom has determined that its capital needs have expanded beyond the original projections and that the capital commitment of the Corporation and the other members is no longer sufficient to fund its operations; and

WHEREAS FiberCom has requested that its members convert their respective Loan Commitments to contributions to capital and make additional contributions to capital as set forth below to provide funding for CLEC projects in Sioux City and Northwest Iowa and for other purposes; and

WHEREAS the Board of Directors of the Corporation have determined that it is in the best interests of the Corporation to honor the request of FiberCom for additional capital;

NOW, THEREFORE, it is hereby resolved as follows:

1. During calendar year 1998, the Corporation is authorized to make capital contributions to FiberCom in an amount not to exceed $190,000.00. This amount is in addition to the $60,000.00 contributed to date.

2. During calendar year 1999, the Corporation is authorized to make capital contributions to FiberCom in an additional amount not to exceed $100,000.00.

3. During calendar year 2000, the Corporation is authorized to make capital contributions to FiberCom in an additional amount not to exceed $100,000.00.

4. The total capital commitment of the Corporation to FiberCom shall not exceed $450,000.00. The commitment expressed in this resolution is in lieu of and not in addition to the

Capital Commitment and the Loan Commitment and, to the extent not already funded, the Capital Commitment and the Loan Commitment are hereby expressly withdrawn.

5. Subject to the per-year limit on contributions set forth above, the amount and timing of capital contributions shall be as determined by FiberCom.

6. The Corporation is further authorized to execute and deliver to the Rural Telephone Finance Cooperative ("RTFC") its unsecured guarantee of loans made to FiberCom by the RTFC in an amount not to exceed $250,000. This guarantee shall be on such terms and conditions as RTFC shall require. The President or his designee and the Secretary are expressly hereby authorized to execute the agreements memorializing the terms of such guaranty on behalf of the Corporation without further action by this Board

IN WITNESS WHEREOF I have hereunto set my hand (and caused the corporate seal of the Corporation) to be hereunto affixed on this 17th day of March, 1998.

Velma J. Vernon

Velma J. Vernon, Secretary

Typed or printed name

CERTIFIED RESOLUTION

I, Gary L. Nelson, Secretary of Peoples Telephone Company (the "CORPORATION"), a corporation organized and existing under the laws of the State of Iowa, hereby certify that the following is a true and correct copy of a Resolution of the Board of Directors of the Corporation duly adopted at a duly convened meeting of said Board of Directors held on the 21st day of April, 1998, as taken by me from the minutes of said meeting and compared by me with the original of said Resolution recorded in said minutes.

WHEREAS, the Corporation and the other members of FiberCom, L.C. ("FiberCom") have made equal capital commitments to FiberCom whereby each member of FiberCom has agreed to pay it up to $70,000.00 as a contribution to the capital (the "CAPITAL COMMITMENT") and has agreed to make a loan to it in the amount of $80,000.00 (the "LOAN COMMITMENT"); and

WHEREAS, the Corporation has funded the Capital Commitment by making contributions to the capital of FiberCom in the total amount of $60,000.00; and

WHEREAS, FiberCom has determined that its capital needs have expanded beyond the original projections and that the capital commitment of the Corporation and the other members is no longer sufficient to fund its operations; and

WHEREAS, FiberCom has requested that its members convert their respective Loan Commitments to contributions to capital and make additional contributions to capital as set forth below to provide funding for CLEC projects in Sioux City and Northwest Iowa and for other purposes; and

WHEREAS, the Board of Directors of the Corporation have determined that it is in the best interests of the Corporation to honor the request of FiberCom for additional capital.

NOW, THEREFORE, it is hereby resolved as follows:

1. During calendar year 1998, the Corporation is authorized to make capital contributions to FiberCom in an amount not to exceed $190,000.00. This amount is in addition to the $60,000.00 contributed to date.

2. During calendar year 1999, the Corporation is authorized to make capital contributions to FiberCom in an additional amount not to exceed $100,000.00.

3. During calendar year 2000, the Corporation is authorized to make capital contributions to FiberCom in an additional amount not to exceed $100,000.00.

4. The total capital commitment of the Corporation to FiberCom shall not exceed $450,000.00. The commitment expressed in this Resolution is in lieu of and not in addition to the Capital Commitment and the Loan Commitment and, to the extent not already funded, the Capital Commitment and the Loan Commitment are hereby expressly withdrawn. The agreement to make additional capital contributions is contingent on FiberCom securing a $4,000,000.00 loan and all other members agreeing to and in fact making similar contributions to capital.

5. Subject to the per-year limit on contributions set forth above, the amount and timing of capital contributions shall be as determined by FiberCom.

6. The Corporation is further authorized to execute and deliver to the Rural Telephone Finance Cooperative ("RTFC") its unsecured guarantee of loans made to FiberCom by the RTFC in an amount not to exceed $250,000.00. This guarantee shall be on such terms and conditions as RTFC shall require. The President or his designee and the Secretary are expressly hereby authorized to execute the agreements memorializing the terms of such guaranty on behalf of the Corporation without further action by this Board. The execution and delivery of the unsecured guarantee of an amount not to exceed $250,000.00 is contingent on all other members of FiberCom also agreeing to a guarantee of equal amounts.

IN WITNESS WHEREOF, I have hereunto set my hand (and caused the corporate seal of the Corporation) to be hereunto affixed on this 24th day of April, 1998.

Secretary

CERTIFIED RESOLUTION

I, Wm. H. Daubendiek II, Secretary of West Iowa Telephone Company, a corporation organized and existing under the laws of the State of Iowa hereby certify that the following is a true and correct copy of a resolution of the Board of Directors of the Corporation duly adopted at a duly convened meeting of said Board of Directors held on the 30th day of April, 1998, as taken by me from the minutes of said meeting and compared by me with the original of said resolution recorded in said minutes.

WHEREAS the Corporation and the other members of FiberCom, L.C. ("FiberCom") have made equal capital commitments to FiberCom whereby each member of FiberCom has agreed to pay it up to $70,000.00 as a contribution to the capital (the "Capital Commitment") and has agreed to make a loan to it in the amount $80,000 (the "Loan Commitment"); and

WHEREAS the Corporation has funded the Capital Commitment by making contributions to the capital of FiberCom in the total amount of $60,000.00; and

WHEREAS FiberCom has determined that its capital needs have expanded beyond the original projections and that the capital commitment of the Corporation and the other members is no longer sufficient to fund its operations; and

WHEREAS FiberCom has requested that its members convert their respective Loan Commitments to contributions to capital and make additional contributions to capital as set forth below to provide funding for CLEC projects in Sioux City and Northwest Iowa and for other purposes; and

WHEREAS the Board of Directors of the Corporation have determined that it is in the best interests of the Corporation to honor the request of FiberCom for additional capital;

NOW, THEREFORE, it is hereby resolved as follows:

1. During calendar year 1998, the Corporation is authorized to make capital contributions to FiberCom in an amount not to exceed $190,000.00. This amount is in addition to the $60,000.00 contributed to date.

2. During calendar year 1999, the Corporation is authorized to make capital contributions to FiberCom in an additional amount not to exceed $100,000.00.

3. During calendar year 2000, the Corporation is authorized to make capital contributions to FiberCom in an additional amount not to exceed $100,000.00.

4. The total capital commitment of the Corporation to FiberCom shall not exceed $450,000.00. The commitment expressed in this resolution is in lieu of and

not in addition to the Capital Commitment and the Loan Commitment and , to the extent not already funded, the Capital Commitment and the Loan Commitment are hereby expressly withdrawn.

5. Subject to the per-year limit on contributions set forth above, the amount and timing of capital contributions shall be as determined by FiberCom.

6. The Corporation is further authorized to execute and deliver to the Rural Telephone Finance Cooperative ("RTFC") its unsecured guarantee of loans made to FiberCom by the RFTC in an amount not to exceed $250,000. This guarantee shall be on such terms and conditions as RTFC shall require. The President or his designee and the secretary are expressly hereby authorized to execute the agreements memorializing the terms of such guaranty on behalf of the Corporation without further action by this Board.

IN WITNESS WHEREOF I have hereunto set my hand (and caused the corporate seal of the Corporation) to be hereunto affixed on the 16th day of March, 1998.

Paul L Rippke

Paul Rippke, Secretary

pmc

EXHIBIT 7

State of South Dakota

OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF AUTHORITY

LIMITED LIABILITY COMPANY

I, JOYCE HAZELTINE, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of FIBERCOMM, L.C. to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Limited Liability Company Act, have been received in this office and are found to conform to law.

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

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 June 29, 1998.

Joyce Hazeltine

JOYCE HAZELTINE
Secretary of State

IOWA

No. 000846618
Date: 06/17/1998

RECEIVED
JUN 29 1998
IA. SEC. OF STATE

SECRETARY OF STATE

490DLC-0002847258
KLASS LAW FIRM
ATTN: JULIE SHERMAN
BOX 327
SIOUX CITY, IA 51102

CERTIFICATE OF EXISTENCE

Name: FIBERCOMM, L.C.
Begin date: 19970310
Expiration: 20270310

I, PAUL D. PATE, secretary of state of the state of Iowa, custodian of the records of limited liability companies, certify that the limited liability company named on this certificate was duly organized under the laws of Iowa on the date printed above, that all fees required by the Iowa limited liability company act have been paid and that articles of dissolution have not been filed.

Paul D. Pate

SECRETARY OF STATE

Secretary of State
State of South Dakota
500 E. Capitol
Pierre SD 57501-5070
605-773-4845

RECEIVED
JUN 2 9 1998
S.D. SEC. OF STATE

CERTIFICATE OF AUTHORITY APPLICATION OF A FOREIGN LIMITED LIABILITY COMPANY

1. The name of the foreign Limited Liability Company is:
FiberComm, L.C.

2. The name of the state or country under whose law it is organized is: Iowa

3. The street address of its principal office is:
333 First Avenue NE, Sioux Center, IA 51250

4. The address of its initial designated office in South Dakota is:
614 Broadway, Yankton, SD 57078

5. The name and street address of its initial agent for service of process in South Dakota is:
Dan Loveland, 614 Broadway, Yankton, SD 57078

6. The period of duration is: March 10, 2027
Begin Date 3/10/1997

7. If the company is manager-managed, rather than member-managed, the name and address of each initial manager:

The company is member-managed.

Secretary of State
State of South Dakota
500 E. Capitol
Pierre SD 57501-5070
605-773-4845

FILED
JUN 29 1998
S.D. SEC. OF STATE

FIRST ANNUAL REPORT
OF A
LIMITED LIABILITY COMPANY

1. The name of the Limited Liability Company is:
FiberComm, L.C.

2. The state or country under whose law it is organized is:
Iowa

3. The address of its registered office and the name and address of its registered agent for service of process in South Dakota is:
Registered Office: 614 Broadway, Yankton, SD 57078
Registered Agent: Dan Loveland, 614 Broadway, Yankton, SD 57078

4. The address of its principal office is:
339 First Avenue NE, Sioux Center, IA 51250

5. The names and business addresses of any managers:
There are no managers. The company is member-managed.

6. The dollar amount of the total agreed contributions to the limited liability company is $ 80,000 .*

FiberComm, L.C.
By: Mutual Telephone Company of Sioux Center

Date: 6-22-98

By: Ross K. Vernon
Signature & Title
Ross K. Vernon, General Manager

* FILING FEE:

AGREED CONTRIBUTION	FEE
Not in excess of $50,000	$ 90
$50,001 to $100,000	$150
In excess of $100,000	$150 for first $100,000 plus $.50 for each additional $1,000

The maximum amount charged may not exceed sixteen thousand dollars.

STATE OF SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION

IN RE:

FIBERCOMM, L.C.

DOCKET NO. _____

CERTIFICATE OF SERVICE

The undersigned states that on the 25th day of August, 1998, the original and eleven copies of the Application of Fibercomm, L.C. For Issuance of Certificate of Authority was served upon William Bullard, South Dakota Public Utilities Commission, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070; such service being made by ordinary mail, postage prepaid.

Respectfully submitted.

Anthony J. Stoik
KLASS, STOOS, STOIK, MUGAN,
VILLONE & PHILLIPS, L.L.P.
P.O. Box 327
Sioux City, IA 51102
712-252-1866 Phone
712-252-5822 Fax

ATTORNEY FOR FIBERCOMM, L.C.

KLASS, STOOS, STOIK,
MUGAN, VILLONE & PHILLIPS, L.L.P.

27931

DATE	DESCRIPTION	INVOICE #	CHECK AMOUNT	DEDUCTION	NET AMOUNT
	SOUTH DAKOTA PUBLIC UTILITIES COMMISSION				
	08/24/98				
	FILING FEE				
	FIBERCOMM				

CHECK DATE	CONTROL NUMBER	TOTALS ▶

KLASS, STOOS, STOIK,
MUGAN, VILLONE & PHILLIPS, L.L.P.
JACKSON PLAZA, SUITE 300
627 4TH ST.
P.O. BOX 327
SIOUX CITY, IA 51102

FIRSTAR BANK IOWA, N.A.
DES MOINES, IOWA 50309
SIOUX CITY OFFICE 74
33-54-730

27931

DATE	CHECK	AMOUNT
08/24/98		$250.00

PAY TWO HUNDRED FIFTY AND 00/100 DOLLARS

TO THE ORDER OF: SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

VOID AFTER 90 DAYS

James R. Villone

Carol J. Barnes AP

⑈027931⑈ ⑆073000545⑆ ⑈000444 395⑈

KLASS, STOOS, STOIK,
MUGAN, VILLONE & PHILLIPS, L.L.P.

27931

TC98-147

DELUXE BUSINESS FORMS 1-800-328-0304

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of August 27, 1998 through September 3, 1998

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

MISCELLANEOUS

MS98-001 In the Matter of the Request for a Survey on Utilities' Year 2000 Readiness

The Commission voted to open this docket to determine the status of South Dakota utilities' efforts towards mitigating the potential problems posed by the Year 2000 computer problem. A survey was sent to all utility companies and other interested persons and entities on August 28, 1998. Responses to the survey are due no later than October 1, 1998.

Staff Attorney: Karen Cremer
Staff Analyst: Martin Bettmann
Order Opening Docket was signed on 8/26/98
Responses Due: Not later than 10/01/98

NATURAL GAS

NG98-007 In the Matter of the Filing by MidAmerican Energy Company for Approval of Petition for Extension of Test Period

On August 27, 1998, the Commission received a Petition for Extension of Test Period from MidAmerican Energy Company (Mid American) as it relates to its natural gas service in South Dakota. ARSD 20:10:13:44 requires the use of a test period consisting of 12 months of actual experience ending no earlier than 6 months before the date of filing unless good cause for extension is shown. MidAmerican is contemplating filing a natural gas rate case in November 1998 and respectfully requests the Commission to authorize the use of a calendar year 1997 test period for its possible general rate increase in natural gas rates.

Staff Attorney: Camron Hoseck
Staff Analyst: Bob Knadle
Date Filed: 08/27/98
Intervention Deadline: N/A

NG98-008 In the Matter of the Filing by Northwestern Public Service Company for Approval of Tariff Revisions

Application by Northwestern Public Service Company to update the fuel retention percentage pursuant to its Gas Transportation Tariff General Terms and Conditions. Northwestern Public Service company proposes to update the Gas Transportation fuel retention percentage effective October 1, 1998 based on the actual percentage incurred for the 12 month period ended July 1, 1998.

Staff Attorney: Karen Cremer
Staff Analyst: Dave Jacobson
Date Filed: 09/01/98
Intervention Deadline: N/A

TELECOMMUNICATIONS

TC98-147 In the Matter of the Application of FIBERCOMM, L.C. for a Certificate of Authority to Provide Telecommunications Services in South Dakota

Application by FIBERCOMM, L.C. for a Certificate of Authority to provide local exchange service, intrastate and interstate long distance interexchange telecommunications services in the state of South Dakota. FIBERCOMM, L.C. proposes to provide Internet access, resold wireless services, and other enhanced services within U S WEST exchanges in the state of South Dakota.

Staff Attorney: Camron Hoseck
Staff Intern Analyst: Kylie Tracy
Date Filed: 08/27/98
Intervention Deadline: 09/18/98

TC98-148 In the Matter of the Application of Sioux Falls Cable Television for a Certificate of Authority to Provide Telecommunications Services in South Dakota

Application by Sioux Falls Cable Television for a Certificate of Authority to provide intrastate intraexchange telecommunications services in the state of South Dakota. Sioux Falls Cable Television proposes to initially offer voice messaging and data transmission services and thereafter an increasing variety of telecommunications services on a intraexchange basis only. Initially in Sioux Falls, Crooks, Renner and Mitchell.

Staff Attorney: Karen Cremer
Staff Analyst: Dave Jacobson
Date filed: 08/27/98
Intervention Deadline: 09/18/98

TC98-149 In the Matter of the Complaint filed by Lown House Restaurant, Spearfish, South Dakota, against AT&T Communications of the Midwest, Inc., regarding Consumer Service Issues

Complaint by Lown House Restaurant vs AT&T. Complainant raises a variety of issues regarding service from AT&T. The complainant requests the following relief: "Reimburse the Lown House Restaurant and B&B for realistic business losses in the $8,000 to $9,000 range for which I am requesting payment from AT&T and FIRSTEL Communications."

Staff Attorney: Karen Cremer
Staff Analyst: Leni Healy
Date Filed: 08/27/98
Intervention Deadline: NA

TC98-150 In the Matter of the Joint Application of Valley Telephone Company and Park Region Mutual Telephone Company Regarding the Sale of Valley Telephone Company Stock to Park Region Mutual Telephone Company

Park Region Mutual Telephone Company proposes to purchase and Valley Telephone Company proposes to sell the stock of Valley Telephone Company in this joint application. Valley Telephone Company currently serves approximately 180 access lines in West Browns Valley, South Dakota as well as approximately 636 access lines in Browns Valley, Minnesota. Park Region Mutual Telephone Company is an independent telephone company serving six exchanges with approximately 4,100 access lines in Otter Tail County, Minnesota.

Staff Attorney: Karen Cremer
Staff Analyst: Dave Jacobson
Date Filed: 09/03/98
Intervention Deadline: 09/18/98

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

Klass, Stoos, Stoik, Mugan,
Villone & Phillips, L.L.P.
LAW OFFICES
JACKSON PLAZA, SUITE 300
624 4th STREET
P.O. BOX 307
SIOUX CITY, IOWA 51102-0307

E-MAIL: attorney's last name@klasslaw.com
TELEPHONE (712) 252-1866
FAX (712) 252-6822

WILLIAM KEVIN STOOS
A.J. STOIK *
JOHN R. MUGAN *
JAMES R. VILLONE *
BARBARA F. GRZECHOWSKI * +
DOUGLAS L. PHILLIPS *
TIMOTHY A. CLAUSEN * +
RENÉ CHARLES LAPIERRE * +
SCOTT A. HINDMAN +

* Also Admitted in Nebraska
+ Also Admitted in South Dakota

MARVIN J. KLASS
OF COUNSEL

HOWARD L. JOHNSON
RETIRED

RECEIVED
NOV 19 1998
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

November 17, 1998

COPY VIA FAX

Delaine Kolbo
South Dakota Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, SD 57501-5070

Re: In re Filing by US West Communications, Inc. for Approval of Interconnection Agreement between US West Communications, Inc. and FiberComm, L.C.,
Docket No. TC98-186

Dear Ms. Kolbo:

Thank you for sending me the communications concerning the above matter. I have forwarded them to FiberComm, L.C.

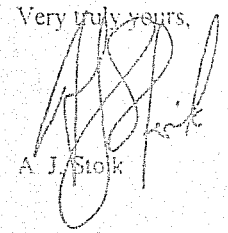
Please update your records to reflect that the point of contact, address and telephone numbers for FiberComm, L.C. have been changed. In the future, please send all communications to:

FiberComm, L.C.
c/o Douglas Boone
Mutual Telephone Company
P.O. Box 200
Sioux Center, IA 51250

The new telephone number for FiberComm, L.C. is (712) 722-1000. The new fax number is (712) 722-1113.

As we discussed, FiberComm, L.C. has moved its operational activities to a permanent location in Sioux City, Iowa and no longer has an office in LeMars, Iowa. The new street address for the Sioux City facility is 901 Steuben Street, Sioux City, IA 51101.

Very truly yours,



A. J. Stolk

cc: Douglas Boone

RECEIVED
DEC 28 1998
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

LICENSE OR PERMIT BOND

Bond Number
SDD0332899
(1A-8082044)

KNOW ALL MEN BY THESE PRESENTS:

THAT Fiber Comm L.C.; C/O Douglas Boone Mutual Telephone Co., P.O. Box 206, Sioux Center, IA 51 as the Principal, and National Farmers Union Standard Insurance Company, a Colorado corporation having its executive offices in Aurora, Colorado, as the Surety, are held and firmly bound unto People of the State of South Dakota;

State Capitol Bldg. 500 E. Capitol Ave. Pierre, SD 57301

hereinafter referred to as the Obligee, in the sum of twenty five thousand

Dollars ($ 25,000) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, the liability of the Surety being limited to said sum regardless of the number of years this Bond remains in force or is renewed, or the number of premiums that shall be payable or paid and/or legal fees which may be required or incurred.

WHEREAS, the Principal has applied for a license as/for telephone company

in accordance with the requirements of the ordinance of said state

and has agreed to hold said state harmless from damage by reason of his/her engaging in said business.

NOW, THEREFORE, if the Principal shall faithfully perform all the duties of a telephone company

g to the requirements of the ordinance of said

and protect said state

einbefore stated, then this obligation shall be

null and void; otherwise it shall remain iated or cancelled.

Original Bond upon return he will be receiving a new one.

PROVIDED, HOWEVER, it shal ight of recovery hereunder, that in the event of any default on the part of the Principal, ur facts showing the date and nature of such default shall be immediately delivered to by certified mail at 11900 East Cornell Avenue, Aurora, Colorado 80014-3194.

AND PROVIDED FURTHER, that no action, suit or proceeding shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within twelve months after an act of breach or cancellation of this Bond, or termination of this Bond, whichever occurs first.

This Bond may be terminated or cancelled by the Surety by giving thirty (30) days prior notice in writing to the Principal and the Obligee, such notice to be sent to their last known addresses. Such termination or cancellation shall not affect any liability incurred or accrued under this Bond prior to the effective date of such termination or cancellation.

IN WITNESS WHEREOF, this instrument has been executed by the duly authorized representative of the Principal and the Surety on the 1st day of December 19 98

Principal	Surety
Fiber Comm, L.C.	NATIONAL FARMERS UNION STANDARD INSURANCE COMPANY
Principal	
By Lewis Wiersma	By Dana Dalton
President	Attorney-in-fact
Title	

Original Bond is on Address bottom desk drawer.

SP-377S (7/96)
12-10-98 db

POWER OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That National Farmers Union Standard Insurance Company, a corporation organized and existing under the laws of the State of Colorado, does hereby constitute and appoint Malcolm Wentling, Gary Hahn, John A. Fusie, and Gloria Ireton

of Aurora, Colorado, its true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed, at any place within the United States, or, if the following line be completed, only within the area therein designated,

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof and the Company hereby ratifies and confirms all and whatsoever the Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents.

This appointment is made under and by authority of the following Resolution passed by the Board of Directors of the Company at a meeting held on the 18th day of November, 1987, a quorum being present and voting, which Resolution is still in effect:

> "RESOLVED, that the President, or any Senior Vice President, or the Secretary of the Company is hereby authorized and empowered to appoint Attorney(s)-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorney(s)-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons."

IN WITNESS WHEREOF, National Farmers Union Standard Insurance Company has caused this instrument to be signed by its President and its corporate seal to be hereto affixed this 1st day of July, 1996.

National Farmers Union
Standard Insurance Company

By _____
President

SEAL

State of Colorado)
) ss.
County of Arapahoe)

On this 1st day of July, 1996, before me personally came Jacob J. Krull, to me known, who, being by me duly sworn, did depose and say: that he is President of National Farmers Union Standard Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the corporation; that the seal affixed to the instrument is such corporate seal; and that he executed the instrument on behalf of the corporation by authority of his office under the standing Resolution thereof.

NOTARY PUBLIC

Patricia A. Miller
Notary Public

I, the undersigned Secretary of National Farmers Union Standard Insurance Company, hereby certify that the above and foregoing is a full, true and correct copy of the original Power of Attorney issued by the Company, and do hereby further certify that the Power of Attorney is still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following Resolution passed by the Board of Directors of National Farmers Union Standard Insurance Company at a meeting held on the 18th day of November, 1987:

> "RESOLVED, that any and all Powers of Attorney, and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President, or Senior Vice President, or Secretary of the Company, shall be binding on the Company to the same extent as if all signatures thereon were manually affixed even though one or more of any such signatures thereon may be a facsimile."

Given under my hand and the seal of the Company at Aurora, Colorado this 1st day of July 1996.

SEAL

Secretary

SP-390 (7/96)

Klass, Stoos, Stoik, Mugan,
Villone & Phillips, L.L.P.
LAW OFFICES
JACKSON PLAZA, SUITE 800
627 4th STREET
P.O. BOX 327
SIOUX CITY, IOWA 51102-0327

E-MAIL: attorney's last name@klaslaw.com
TELEPHONE (712) 252-1866
FAX (712) 252-6822

WILLIAM KEVIN STOOS
A.J. STOIK *
JOHN R. MUGAN *
JAMES R. VILLONE *
BARBARA F. ORZECHOWSKI * -
DOUGLAS L. PHILLIPS *
TIMOTHY A. CLAUSEN * -
RENÉ CHARLES LAPIERRE * -
SCOTT A. HINDMAN -

MARVIN J. KLASS
OF COUNSEL

HOWARD L. JOHNSON
RETIRED

* Also Admitted in Nebraska
- Also Admitted in South Dakota

RECEIVED
JAN 04 1999
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

FAX Received 12/31/98

December 31, 1998

COPY VIA FAX

Camron Hoseck, Staff Attorney
South Dakota Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, SD 57501-5070

Re: Application of FiberComm, L.C. for certificate of authority
SD PUC Docket TC 98-147

Dear Camron:

I have made the revisions to the proposed tariff language that we discussed this morning, that is, I deleted the sentence from section 1 that begins "No other liability shall in any case...". Subject, of course, to final approval by the Commission, itself, it is my understanding that the enclosed tariff language is now acceptable.

I have ordered the new bond with the language changes that we discussed earlier this week. I hope to receive it shortly. It is also my understanding that once the new bond is submitted our application is complete and ready to present to the Commission.

If there is anything else that I need to do before the application is submitted, please let me know.

Thank you for your consideration in this matter.

Very truly yours,

A. J. Stoik
Enclosure

cc: Douglas Boone (via fax)

LIMITATIONS OF LIABILITY

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

B. The Company is not liable for any defacement or damage to the customer's premises resulting from the existence of the Company's facilities, apparatus or associated wiring on such premises, or from the installation or removal thereof, unless such defacement or damage is the result of the negligence of the Company.

C. The Company's facilities, apparatus and associated wiring installed below ground on the Customer's premises will be at a depth sufficient to protect the cable from injury or damage imposed by expected surface usage, only. For purposes of this rule, expected surface usage includes such activities as gardening, power raking, lawn aerating, sod removal and lawn mowing. Expected surface usage does not include such activities as planting of trees and/or shrubs, placing fence posts, digging footings, placing drainage tile, and excavating for swimming pools. Where the customer is performing activities on the premises other than expected surface usage, the customer shall contact the Company for location of the facilities to avoid damage. When a customer does not request a location of the facilities and causes damage to Company facilities while performing activities other than expected surface usage activities, the customer will be held responsible for the damages.

D. Except as provided above with respect to expected surface usage, the customer shall be responsible for damages to facilities of the Company caused by the customer's negligence or willful act. The customer may not rearrange, disconnect, remove or attempt to repair, nor permit others to rearrange, disconnect, remove or attempt to impair any facilities installed by the Company without the Company's consent.

E. The Company shall not be responsible for any loss or damage to the property of the customer or others, nor for any personal injury nor for failure or impairment of service caused by any apparatus, circuit or device not furnished by the Company unless such loss or damage is caused solely by the negligence of the Company.

Klass, Stoos, Stolk, Mugan,
Villone & Phillips, L.L.P.
LAW OFFICES
JACKSON PLAZA, SUITE 300
627 4th STREET
P.O. BOX 327
SIOUX CITY, IOWA 51102-0327

E-MAIL: attorneys@klasslaw.com
TELEPHONE (712) 252-1866
FAX (712) 252-1872

WILLIAM KEVIN STOOS
A.J. STOLK *
JOHN R. MUGAN *
JAMES R. VILLONE *
BARBARA E. OLITZKOWSKI * +
DOUGLAS L. PHILLIPS *
TIMOTHY A. CLAUSEN * +
RENÉ CHARLES LAPLEARE * +
SCOTT A. HINDMAN +

* Also Admitted in Nebraska
+ Also Admitted in South Dakota

MARVIN J. KLASS
OF COUNSEL

HOWARD L. JOHNSON
RETIRED

RECEIVED
JAN - 6 1999
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

January 28, 1999

VIA AIRBORNE EXPRESS

Camron Hoseck
Staff Counsel
South Dakota Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, SD 57501-5070

Re: Application of FiberComm, L.C.
Docket TC98-147

Dear Mr. Hoseck:

Enclosed please find an executed original of the FiberComm, L.C. bond in this matter. I hope this will solve the bond issue. We are working on the tariff and hope to have it to you soon.

Very truly yours,

A.J. Stolk

Enclosure

LICENSE OR PERMIT BOND

Amended

Bond Number
7000312849
(1e-80870461)

KNOW ALL MEN BY THESE PRESENTS:

THAT Fiber Comm L.C., 670 Dearden Sverre Nelson Telephone Co., P.O. Box 306, Clear Center, IA 51520

as the Principal and National Farmers Union Standard Insurance Company, a Colorado corporation having its executive offices in Aurora, Colorado, as the Surety, are held and firmly bound unto Public Utilities Commission of the State of South Dakota and consumers of the State of South Dakota, State Capitol Bldg, 500 E. Capitol Ave, Pierre, SD 57501

hereinafter referred to as the Obligee, in the sum of Twenty Five Thousand

Dollars ($25,000) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents; the liability of the Surety (ies) limited to said sum regardless of the number of years this Bond remains in force or is renewed, or the number of premiums that shall be payable or paid and/or legal fees which may be required or incurred.

WHEREAS, the Principal has applied for a license as/for telephone company

in accordance with the requirements of the ordinance of said state

Public Utilities Commission of the State of South Dakota

and has agreed to hold said and consumers of the State of South Dakota

harmless from damage by reason of his/her engaging in said business.

NOW, THEREFORE, if the Principal shall faithfully perform all the duties of a telephone company

state according to the requirements of the ordinance of said

and protect said Public Utilities

Commission of the State of South Dakota and consumers of the State of South

Dakota from any damage as hereinbefore stated, then this obligation shall be

null and void; otherwise it shall remain in full force and effect until terminated or cancelled.

PROVIDED, HOWEVER, it shall be a condition precedent to any right of recovery hereunder, that in the event of any default on the part of the Principal, a written statement of the particular facts showing the date and nature of such default shall be immediately delivered to the Surety by certified mail at 11900 East Cornell Avenue, Aurora, Colorado 80014-3194.

AND PROVIDED FURTHER, that no action, suit or proceeding shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within twelve months after an act of breach or cancellation of this Bond, or termination of this Bond, whichever occurs first.

This Bond may be terminated or cancelled by the Surety by giving thirty (30) days prior notice in writing to the Principal and the Obligee, such notice to be sent to their last known addresses. Such termination or cancellation shall not affect any liability incurred or accrued under this Bond prior to the effective date of such termination or cancellation.

IN WITNESS WHEREOF, this instrument has been executed by the duly authorized representative of the Principal and the Surety on the 1st day of December 1998

Principal	Surety
Fiber Comm, L.C.	NATIONAL FARMERS UNION STANDARD INSURANCE COMPANY
Principal	
By [signature]	By [signature]
VP OPERATIONS	Attorney-in-fact
Title	

SF-0775 (7/96)
1/15/99 lb

Original is in Kelsmes bottom last drawer.

POWER OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS, That National Farmers Union Standard Insurance Company, a corporation organized and existing under the laws of the State of Colorado, does hereby constitute and appoint Marleen Fleming, Gary Mahin, John A. Fuller, and Gene Imhoff

of Aurora, Colorado, its true and lawful Attorney(s)-in-Fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed, at any place within the United States, or, if the following line be completed, only within the area therein designated,

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof and the Company hereby ratifies and confirms all and whatsoever the Attorney(s)-in-Fact may lawfully do in the premises by virtue of these presents.

This appointment is made under and by authority of the following Resolution passed by the Board of Directors of the Company at a meeting held on the 18th day of November, 1987, a quorum being present and voting, which Resolution is still in effect:

"RESOLVED, that the President, or any Senior Vice President, or the Secretary of the Company is hereby authorized and empowered to appoint Attorney(s)-in-Fact of the Company, as its same and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorney(s)-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons."

IN WITNESS WHEREOF, National Farmers Union Standard Insurance Company has caused this instrument to be signed by its President and its corporate seal to be hereto affixed this 1st day of July, 1996.

National Farmers Union
Standard Insurance Company

By _____
President

SEAL

State of Colorado)
) ss.
County of Arapahoe)

On the 1st day of July, 1996, before me personally came Jacob J. Krull, to me known, who, being by me duly sworn, did depose and say that he is President of National Farmers Union Standard Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the corporation; that the seal affixed to the instrument is such corporate seal; and that he executed the instrument on behalf of the corporation by authority of his office under the standing Resolution thereof.

NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public

I, the undersigned Secretary of National Farmers Union Standard Insurance Company, hereby certify that the above and foregoing is a full, true and correct copy of the original Power of Attorney issued by the Company, and do hereby further certify that the Power of Attorney is still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following Resolution passed by the Board of Directors of National Farmers Union Standard Insurance Company at a meeting held on the 18th day of November, 1987:

"RESOLVED, that any and all Powers of Attorney, and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President, or Senior Vice President, or Secretary of the Company, shall be binding on the Company to the same extent as if all signatures thereon were manually affixed even though one or more of any such signatures thereon may be a facsimile."

Given under my hand and the seal of the Company at Aurora, Colorado this 1st day of July 1996.

SEAL

_____
Secretary

SP-280 (7/96)

FiberComm

March 15, 1999

RECEIVED

MAR 15 1999

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Mr. Camron Hosek, Staff Attorney
South Dakota Public Utilities
State Capitol Bldg., 1st Floor
500 East Capitol Ave.
Pierre, SD 57501-5070

RE: SD PUC Docket TC 98-0147, Application for Certificate of Authority
FiberComm, L.C. Proposed General Exchange Tariff

Dear Mr. Hosek:

Enclosed please find an original and 10 copies of the Proposed General Exchange Tariff at FiberComm, L.C. This tariff filing fulfills the final requirement to provide local exchange and long distance service in the South Dakota Public Utilities Commission Docket TC98-0147, Application for Certificate of Authority. Further, FiberComm, L.C. concurs in the US WEST Communications map(s) on file and accepts all subsequent changes to the map(s) for the North Sioux City, South Dakota exchange.

FiberComm, L.C. has an approved interconnection agreement with US WEST Communications for the State of South Dakota.

FiberComm, L.C. respectfully requests the Commission approve the tariff allowing FiberComm, L.C. to provide local exchange and long distance service in the North Sioux City, South Dakota exchange.

If there are any questions or comments concerning this filing, you may call me at 712/252-2020 or our consultant, Mr. Burnie Snoddy, Williams & Company Consulting, Inc. at 515/284-1616.

Sincerely,

James J. McKenna, Vice President
FiberComm, L.C.
901 Steuben
Sioux City, IA 51101-2048

Enclosures

FiberComm

RECEIVED

MAR 15 1999

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

CERTIFICATE OF SERVICE

I hereby certify that I have served the foregoing documents upon all parties of record in this proceeding in accordance with the requirements of the South Dakota Public Utilities Commission.

Dated at Sioux City, Iowa this 15th day of March, 1999.

By: James J. McKenna

James J. McKenna
Vice President
FiberComm, L.C.
901 Steuben
Sioux City, Iowa 51101-2048

FiberComm

FiberComm, L.C.
Docket TC98-0147

Parties served:

US WEST Communications
Colleen Sevold
125 South Dakota Avenue
Sioux Falls, SD 57194

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MAR 19 1999

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

March 15, 1999

Ms. Colleen Sevold
US WEST Communications
125 South Dakota Avenue
Sioux Falls, SD 57194

Dear Ms. Sevold:

Notice is given in accordance to South Dakota PUC Rule 20:10:01:22.03 of FiberComm, L.C. proposed Telephone Tariff #1, General Exchange Tariff. This tariff was filed effective March 15, 1999 and has an effective date of April 16, 1999.

Sincerely,

James J. McKenna
Vice President

901 Steuben Street • Sioux City, Iowa 51101 • 712-252-2020 • 800-836-2472 • Fax: 712-258-8810 • www.fibercomm.net

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MAR 15 1999
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Tariff Schedules
Applicable to

GENERAL EXCHANGE SERVICE

of

FiberComm, L. C.
901 Steuben
Sioux City, IA 51101-2048

Filed with
South Dakota Public Utilities Commission

March 15, 1999

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Date Filed: 3/15/99 Effective: 4/16/99

By: James J. McKenna, Vice President

PRELIMINARY STATEMENT

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

EXPLANATION OF SYMBOLS

(C) Change in regulation or condition which affects a rate or charge

(D) Discontinued regulation, condition, rate, or charge

(I) Increase in rate or charge

(N) New regulation, condition, rate, or charge

(R) Reduction in rate or charge

(T) Change in text only no change

(NA) This service in Not Available at this time

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By: James J. McKenna, Vice President

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GENERAL RULES AND REGULATIONS

A. APPLICATION

1. General

a. The Rules and Regulations specified herein apply to the intrastate services and facilities furnished by FiberComm, hereinafter referred to as the Company. Failure on the part of the customers to observe these Rules and Regulations of the Company, after due notice of such failure, the Company has the option to discontinue service.

b. In the event of a conflict between these General Rules and Regulations and any conditions contained in the General Exchange Tariffs and the Local Exchange Tariffs, the rate and condition contained in the specific tariff shall prevail.

c. These tariffs cancel and supersede all other tariffs of the Company issued and effective prior to the effective dates shown on individual sheets of this tariff.

B. OBLIGATION AND LIABILITY OF TELEPHONE COMPANY

1. Availability of Facilities

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

2. Limitations of Liability

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

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

b. The Company is not liable for any defacement or damage to the customer's premises resulting from the existence of the Company's facilities, apparatus or associated wiring on such premises, or from the installation or removal thereof, unless such defacement or damage is the result of the negligence of the Company.

c. The Company's facilities, apparatus and associated wiring installed below ground on the Customer's premises will be at a depth sufficient to protect the cable from injury or damage imposed by expected surface usage, only. For purposes of this rule, expected surface usage includes such activities as gardening, power raking, lawn aerating, sod removal and lawn mowing. Expected surface usage does not include such activities as planting of trees and/or shrubs, placing fence posts, digging footings, placing drainage tile, and excavating for swimming pools. Where the Customer is performing activities on the premises other than expected surface usage, the Customer shall contact the Company for location of the facilities to avoid damage. When a Customer does not request a location of the facilities and causes damage to Company facilities while performing activities other than expected surface usage activities, the Customer will be held responsible for the damages.

d. Except as provided above with respect to expected surface usage, the Customer shall be responsible for damages to facilities of the Company caused by the Customer's negligence or willful act. The customer may not rearrange, disconnect, remove or attempt to repair, nor permit others to rearrange, disconnect, remove or attempt to impair any facilities installed by the Company without the Company's consent.

e. The Company shall not be responsible for any loss or damage to the property of the Customer or others, nor for any personal injury nor for failure or impairment of service caused by any apparatus, circuit or device not furnished by the Company unless such loss or damage is caused solely by the negligence of the Company.

C. USE OF SERVICE AND FACILITIES

1. Ownership and Use of Equipment

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

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

2. Unauthorized Attachments or Connections

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

3. Use of Customer Service

a. Customer telephone service is furnished only for use by the customer, his/her family, employees or business associates, or persons residing in the customer's household, except as the use of the service may be extended to joint users or to persons temporarily subleasing a customer's residential premises.

b. Customers may subscribe to resale or shared services under terms and conditions located in Part IV of this tariff.

D. ESTABLISHMENT AND FURNISHING OF SERVICE

1. Application for Service

a. Applications for service may be made orally or in writing. These applications become contracts upon the establishment of service. The Company may require an applicant to pay in advance an amount equal to one month's exchange rate. If a deposit is required by the Company, applicable nonrecurring charges and service charges if any) may be required in advance. The terms and conditions specified for such contracts are subject to these General Rules and Regulations, the General Exchange Service Tariffs, and the Local Exchange Service Tariffs for the exchange from which service is to be furnished. Any change in rates, rules, or regulations shall act as a modification of the contract to that extent, without further notice.

b. Requests from customers for additional service may be made orally. A move from one geographic location to another (outside move) within the same exchange is not considered to terminate the contract; orders for such moves may be made orally.

c. "Minimum contract periods" and "termination of service" are covered elsewhere in Part II of this tariff.

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

2. Telephone Numbers

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

3. Alterations

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

4. Payment for Service

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

5. Maintenance and Repairs

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

6. Unusual Installation Costs

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

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

7. Service Interruption

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

(1) Category 1 - Public Safety and Health:
Official federal, state, county, and municipal government agencies protecting the public safety and health; private organizations and persons engaged primarily in protecting the public safety and health, such as physicians, hospitals, ambulance service, volunteer fire departments, American Red Cross, licensed protective patrols and armored cars, and similar agencies.

(2) Category 2 - Carriers and Utilities:
Contract carriers, common carriers, and public utilities (exclusive of taxicabs and delivery service), for communications other than correspondence of the general public.

(3) Category 3 - Other Public Services:
Emergency repair organizations, not included in Category 1, protecting health and property; press associations, newspapers, and broadcasting stations.

(4) Category 4 - Physically Handicapped:
Persons who, because of physical handicaps, operate specifically-equipped vehicles and are unable to leave such vehicles without assistance.

(5) Category 5 - Industrial:
Gas or oil producing or drilling operations; producers and distributors of fuel and lumber and other construction materials and equipment; food processing, distribution, and storage organizations; producers of substantial quantities of food; business concerns engaged in construction of housing and industrial or public works; taxicabs and livery service.

(6) All Other Facilities Not Covered Above.

E. TELEPHONE DIRECTORIES

1. Distribution and Publication

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

E. TELEPHONE DIRECTORIES (cont'd.)

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

2. Ownership and Use

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

3. Directory Listings

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

F. ESTABLISHMENT AND MAINTENANCE OF CREDIT

1. Establishment of Credit

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

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

(2) By means of a cash deposit.

2. Amount of Deposits

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

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

2. Residence Rates Apply at the Following Locations:

a. In a private residence where business listings are not provided.

b. In private apartments of hotels, rooming houses, or boarding houses where service is confined to the customer's use, and elsewhere in rooming and boarding houses which are not advertised as a place of business or which have less than five rooms for roomers or which furnish meals to less than ten boarders, provided business listings are not furnished.

c. In the place of residence of a clergyman or nurse, and in the residence of a physician, surgeon or other medical practitioner, dentist or veterinarian, provided the customer does not maintain an office in the residence.

d. In college fraternity or sorority houses where individual access line service is provided.

H. CONSTRUCTION AND INSTALLATION CHARGES

1. General

a. Special charges in the form of installation charges, monthly rates, or both, are applied in addition to the usual service charge and monthly rates when, because of the sporadic or occasional nature of the service or an unusual investment or expense, as for example:

(1) The facilities are provided in remote or undeveloped sections outside the Base Rate Area.

(2) Conditions require unusual methods of plant construction, installation, or maintenance.

(3) The customer's location requires the use of costly private right-of-way.

(4) The establishment of services may be of a speculative or temporary nature.

b. Title to all construction, as specified in 2 below, provided wholly or partly as a customer's expense is vested in the Company.

c. "Cost" is labor and materials, including loaded overheads, and may include contribution to cover the cost of doing business not explicitly associated with direct cost.

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

2. Special Type of Construction

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

I. MINIMUM CONTRACT PERIODS

1. Minimum Contract Period

a. Except as specified elsewhere in this Tariff, the minimum contract period is one month from the date service or additions to service are established, and the minimum charge is the authorized rate for one month. For purposes of rate administration each month is considered to have 30 days.

b. The Company may require a contract period longer than one month at the same location for unusual construction necessary to meet special demands and involving extra costs (see H.2 preceding).

J. DISCONNECTION OR REFUSAL OF SERVICE

1. By the Company Without Notice

a. The Telephone Company may disconnect or refuse the service without notice:

(1) In the event of a condition on the customer's premises determined by the Telephone Company to be hazardous.

(2) In the event of customer's use in such a manner as to adversely affect the Telephone Company's facilities or the Telephone Company's service to others. Including, but not limited impersonation of another with fraudulent intent.

(3) In the event of tampering with facilities furnished and owned by the Telephone Company.

(4) In the event of unauthorized use.

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

2. By the Company After Prior Written Notice

a. In addition to the reasons set forth in subparagraph a. above, the Telephone Company may disconnect or refuse service after providing at least five days' or, in the case of deposits, 12 days' prior written notice for any of the following reasons:

(1) Failure of a customer to make suitable deposit as required by these rules.

(2) Use of foul or profane language.

(3) The customer's bill for local, long distance, or miscellaneous services remains unpaid after the last date for timely payment.

(4) Failure of the customer or prospective customer to furnish permits or certificates of right-of-way specified to be furnished in the Telephone Company's rules filed with the Commission as conditions for obtaining service, or the termination of those permissions or rights, or for the failure of the customer or a prospective customer to fulfill the contractual obligations imposed upon him or her as conditions of obtaining service by a contract filed with and subject to the regulatory authority of the Commission.

(5) Failure of the customer to permit the Telephone Company reasonable access to its facilities.

(6) Any other violation of the Telephone Company's rules and regulations on file with the Commission, the requirements of municipal ordinances, or law pertaining for the service.

(7) When the service will be, or is, readily accessible and available for use by the public, by patrons of the customer, or by others not authorized.

b. Despite the prior written notice provisions, as contained in these rules, disconnection may take place prior to the expiration of the notice period if the Telephone Company determines, from verifiable data, that usage during the notice period is so abnormally high that a risk of irrevocable revenue loss is created.

c. Only one written notice will be provided to the customer if multiple violations occur under subparagraph a. above.

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

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

e. Where written notice is required, the Company will not disconnect service on a weekend, holiday, or after 2:00 p.m. unless the Company is prepared to reconnect service the same day.

3. Disputes

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

4. Emergency Medical Conditions

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

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

d. When a customer is connected or disconnected, or for other cause the service received deviates by more than 24 consecutive hours from the normal billing period, the bill shall be prorated. If the prorating indicates a refund is due, the refund shall be accomplished by bill credit.

e. When warranted, in the judgement of the Company, special toll bills may be rendered.

f. Failure to receive a bill does not relieve the customer of the responsibility for payment.

2. Disconnection of Service by the Company

a. In the event of failure by the customer or those responsible to pay any bill on or before the due date, the Company may discontinue local, long distance, or miscellaneous services upon written notice, allowing the customer five days to make payment or settlement.

3. Service Charge for Reconnection

a. Where service has been discontinued for nonpayment of a due bill, applicable service charges, as defined in Part VI of this tariff, shall apply.

b. Where service has been discontinued for the nonpayment of a due bill, the customer may be required to reestablish credit, as defined in Establishment and Maintenance of Credit.

c. The maximum payment for restoration of service that existed prior to disconnection shall be the total past due amount,

applicable nonrecurring charges, and, if appropriate, an Advance Payment and Deposit, as specified elsewhere in this tariff.

4. Late Payment Charge

a. All bills not paid before the last date for timely payment shall be subject to a late payment charge.

b. Each account shall be granted not less than one complete forgiveness of late payment charges each calendar year. The customer will be notified that this forgiveness has been used by first class mail or telephone.

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

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

5. Returned Check Charge

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

L. TAXES OR FEES TO BE BILLED TO CUSTOMERS

1. General

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

M. NETWORK CONNECTIONS

1. General

a. Connections of new inside station wiring to the network shall only be made at the Demarcation Point.

b. Such connections shall be made by using a Standard Network Interface and shall be in accordance with Part 68 of the FCC Rules.

c. Direct electrical connections at the protector or by-passing the Standard Network Interface shall constitute a violation of this Company's filed tariffs and the service may be disconnected in accordance with its filed Rules and Regulations.

N. CUSTOMER COMPLAINTS

1. General

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

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

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

5. At Customer's Request

a. Contracts for service may be terminated prior to the expiration of the contract period provided advance notice is given to the Company and upon agreement to pay all charges due for the service furnished, plus any termination charges which might be applicable.

b. Where a contract for service with a one-month minimum period is canceled before establishment of the service is completed, a charge, not to exceed the service charge specified, is applied if all or a portion of the facilities have been installed.

c. No minimum or termination charge will apply (unless otherwise stated specifically in this tariff) where a new customer takes over the service of the former customer, provided the service is to be furnished at the same location without interruption and that the new customer assumes all unpaid charges on the original contract. Minimum and termination charges will apply for any service furnished under the original contract which is not retained by the new customer.

d. No minimum or termination charge will apply in the event the service is terminated because of condemnation, destruction, or damage to property by fire or other cause beyond the control of the customer.

K. PAYMENT FOR SERVICE AND FACILITIES

1. General

a. Generally all customers shall pay for services and facilities monthly, in advance, and shall pay for Long Distance Messages and Nonrecurring charges in arrears. Municipal, State, or Governmental Agencies may be exceptions to this rule.

b. Billing to customers shall be scheduled monthly.

c. All bills for local, long distance, or miscellaneous services are due not less than 20 days after the bill is rendered. Residential customers shall be permitted to have the last date for timely payment changeable for good cause in writing.

N. CUSTOMER COMPLAINTS (cont'd.)

communications will be effective in resolution of the issues.

b. The customer may at any point during resolution of the complaint seek review by a Supervisor or Manager.

c. Upon investigation and final resolution by the Company, if the customer wishes further review, the customer should direct all appropriate information to the Iowa Utilities Board.

O. RESALE OR SHARED SERVICE

1. General

a. A reseller or shared service customer may obtain local exchange service from the Company to allow occupants of a building or complex of buildings to share in the use of local exchange services.

b. The Company will provide service to the point of demarcation.

c. The customer shall be responsible to extend the service from the point of demarcation.

d. The end-user customer must be allowed to subscribe to service provided by the Company.

e. Should the reseller refuse to allow the end-user customer to subscribe to local exchange service direct from the Company, the end-user customer may file a complaint against the reseller with the Iowa Utilities Board.

ADMINISTRATIVE TARIFF INSTRUCTIONS

A. APPLICATION OF RATES FOR BUSINESS AND RESIDENCE SERVICE

1. General

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

2. Business Rates Apply at the Following Locations:

a. Business rates apply at any location where the use of the service is primarily or substantially of a business, professional, institutional, or otherwise occupational nature.

b. The Company reserves the right to develop, on an individual Case basis, rates for all services listed in this tariff.

3. Residence Rates Apply to the Following Locations:

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

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

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

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

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

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

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

CALLS - Telephone messages attempted by customers or users.

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

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

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

CENTREX SERVICE - See definition in General Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DUE NOTICES - See "Disconnect Notice."

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911) -

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

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

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

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

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

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

Public Safety Answering Point (PSAP): An answering location for E911 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAP's respond first; Secondary PSAP's receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call. PSAP's are staffed by employees

of a common bureau serving a group of such entities. This is CPE and it is the customer's responsibility to ensure it is compatible with the service(s) furnished by the Company.

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

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

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

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

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

EXCHANGE AREA - The territory served by an exchange.

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

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

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

EXTRA LISTING - See "Additional Listing."

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

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

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

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

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

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

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

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

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

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

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

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

of another customer.

LINE EXTENSION - See "Extra Exchange Line Mileage."

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

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

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

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

LONG DISTANCE TERMINAL - See "Telephone Station."

MESSAGE - A completed customer or user call.

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

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

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

NOTICE - See "Disconnect Notice."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SERVICE CHECK - See "Check of Service."

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

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

STANDARD NETWORK INTERFACE - See "Demarcation Point."

SUSPEND - See "Temporary or Vacation Suspension."

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

TELEPHONE COMPANY - See "Company."

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

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

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

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

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

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

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

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

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

ACRONYMS

A

AMPS	Advanced Mobile Phone Service
ANI	Automatic Number Identification
ALI	Automatic Location Identification

B

BPS	Bits Per Second
BRA	Base Rate Area

C

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

D

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

E

EAS	Extended Area Service
ESS	Electronic Switching System

F

FCC	Federal Communication Commission
FX	Foreign Exchange

H

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

	I
ILEC	Independent Local Exchange Carrier
ISDN	Integrated Services Digital Network
IW	Inside Wire
	L
LAMA	Local Automatic Message Accounting
LATA	Local Access and Transport Area
	M
MOU	Minutes of Use
MU	Message Unit
	N
NL	Non-Listed
NNX	Central Office Designation of Telephone Number
NP	Non-Published
NPA	Numbering Plan Area
NRC	Non-Recurring Charges
	O
OCC	Other Charges and Credits Other Common Carriers
ONI	Operator Number Identification
OSP	Outside Plant
	S
SLU	Subscriber Line Usage
SNI	Standard Network Interface
	T
TELCO	Telephone Company
TT	Touch Tone
	U
USOC	Uniform Service Order Code
USP	Usage Sensitive Pricing

	W	
WATS	Wide Area Telecommunications Service	

Held for Future Use

LOCAL EXCHANGE SERVICE

A. GENERAL

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

B. RATES

EXCHANGE NAME: North Sioux City, SD (224,226)

Includes Extended Area Service To:

Sioux City, IA
Dakota City, NE
Hinton, IA
Merrill, IA
North Sioux City, SD
Sergeant Bluff, IA
South Sioux City, NE

All applicable rates below apply.

	Monthly Rate
1. Central Office Access Line	
a. Business Service	
Individual Line	$ 29.25
b. Residence Service	
Individual Line	11.70
Additional Residential Line	6.00
2. Pay Telephone Service	
a. Pay Central Office Access Line	$ 30.00
b. Pay Central Office Access Line w/ Enhanced Features	35.00

C. CONDITIONS

1. Mileage rates may apply for service between separate premises. (See Part V)

2. From time to time the Company may engage in special promotional service offerings designed to attract new customers or to increase existing customers' awareness of a particular tariff offering. These offerings may be limited to certain dates, times, and/or locations. Terms and conditions of all promotions will be stated in this tariff.

3. In addition to tariffed promotional offerings, the Company may, in conjunction with customer service agreement, offer individualized arrangements on a case by case basis where necessary to meet prices, terms, or conditions of service offered by competitors. In such case, the prices offered by the Company shall not exceed the prices for similar services contained in this tariff.

RESALE AND SHARED SERVICES

A. GENERAL

1. The Company will provide central office access lines to any landlord, owner, tenant association, or other affiliated group for the purpose of reselling or sharing local exchange services to occupants of a building or complex of buildings with a community of interest.

2. All persons (end-users) or occupants in a building or complex of buildings shall be permitted to subscribe to local exchange service from the Company.

3. The telephone rates charged to resale or shared use providers of service shall be on the same basis as business service.

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

B. CONDITIONS

1. Community of interest, as used in Paragraph A.1. above, normally indicates joint or common ownership, but other factors may be considered.

2. The local resale or shared use supplier is required to subscribe to a sufficient number of access lines to assure the local network is not impaired and shall provide adequate facilities to its customers.

3. The Company is responsible for transmission quality up to the point of demarcation with the resale/shared use supplier. Transmission quality on the customer side of demarcation shall be the responsibility of the resale/shared use supplier.

4. The local resale/shared use supplier shall be responsible for providing local exchange telephone directories to its customers or users. The Company shall provide the resale/shared use supplier a directory in accordance with Part II of this tariff.

GENERAL EXCHANGE SERVICES

DIRECTORY LISTINGS

A. GENERAL

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

B. RATES

		Monthly Rate
1.	Additional or alternate listings, per listing	$ .50
2.	Private service, per listing	2.00
3.	Non-Listed service, per listing	1.50
4.	Foreign or nonsubscriber service, per listing (See Condition 4)	2.00

C. CONDITIONS

1. A primary listing, which may include the name, address, and telephone number of the individual, organization, firm, or corporation for whom the service has been contracted, will be furnished at no charge.

   a. Listings will be limited to such information as is necessary for proper identification.

   b. The length of a listing may be limited by the use of abbreviations where the clarity of the listing and the identification of the customer will not be impaired.

   c. The Company may refuse to insert any listing which, in its judgement does not facilitate the use of the directory.

2. Additional listings may be furnished with business, residence, or pay telephone service for persons who occupy the same premises at the rates shown above. An additional listing may include the same address and telephone number as the primary listing.

3. An alternate call listing refers a calling party to certain other telephone numbers, such as after business hours, on

C. CONDITIONS (cont'd.)

Sundays, holidays, or if there is no answer on the first listed number. Where the alternate call number is that of another customer, the listing will be furnished only with written approval of the other customer.

4. A foreign or nonsubscriber listing is furnished to customers requesting that their listing be included in a directory of an exchange other than that from which service is rendered. The rate for a foreign company listing will be the rate of the company in whose directory the listing appears. The Conditions of paragraph C.1. above shall apply.

5. Private service is the omission of a customer's listing from both the telephone directory and directory assistance records.

   a. When private service is to be furnished, the customer will hold the Company harmless from any damages which might arise, and will absolve the Company from any responsibility for the failure of the customer to receive calls because of the private listing.

   b. No charge will apply for private service for customers having other listed service.

6. Non-Listed Service indicates the customer listing is omitted from the directory but otherwise posted on the directory assistance records and the telephone number will be given out upon request.

7. The charge for additional, alternate, non-listed or private listings, is effective the day the directory assistance record is posted.

8. The contract period for directory listings is:

   a. For those services that appear in the directory, the directory period; unless the listing is no longer applicable because of disconnection, removal, etc., of the services with which it is associated. The directory period starts on the day the directory is distributed and concludes the day that the succeeding directory is distributed.

   b. For those services that do not appear in the directory; 30 days.

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

GENERAL EXCHANGE SERVICE

EMPLOYEES' TELEPHONE SERVICE

A. GENERAL

Employees' Telephone Service may be offered to all active and retired employees at their residence when such telephone service is provided by this Company.

B. RATES

The charge for Employees' Telephone Service is zero percent (0%) of the regular rate.

C. CONDITIONS

1. Employees' Telephone Service at their residence is available to employees of the Company having at least six months' continuous credited service with the Company.

GENERAL EXCHANGE SERVICE

DIRECT INWARD DIALING

A. GENERAL

1. Direct Inward Dialing is the ability for a caller outside a company to call an internal extension without having to pass through an operator or attendant.

B. CONDITIONS

1. Direct Inward Dialing is limited to business customers which have equipment capable of implementing this service.

2. Directory numbers assigned to this service are assigned in groups of One Hundred numbers each.

3. FiberComm LC is not responsible for unauthorized use of this service.

C. RATES	Monthly Charge	Nonrecurring Charge
1. Per DID Line	$ 30.00	$ 65.00
2. Each Block of 100 Numbers	$265.00	$ 65.00

Issued: 3/15/99 Effective: 4/16/99

By: James J McKenna, Vice President

GENERAL EXCHANGE SERVICES

TOLL BLOCKING SERVICE

A. GENERAL

1. Toll Blocking Service provides denial of outgoing 0+ and 1+ long distance calls for central office access lines or trunks.

2. This service is provided only where central office capabilities permit the offering.

B. RATES

	Monthly Rate	Nonrecurring Charge
1. Toll Blocking Service (outgoing calls only)	$3.00	$5.00

C. CONDITIONS

1. The customer shall not be permitted to place outgoing calls to an operator or any part of the 0+ or 1+ long distance network when this service is in effect.

2. Incoming calls are not restricted.

GENERAL EXCHANGE SERVICES

SPECIAL BILLING ARRANGEMENTS

A. GENERAL

1. Special Billing Arrangements encompass charges or rates which are applicable for specialized toll services as set forth herein. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

B. RATES	Monthly Rate	Nonrecurring Charge
1. Special Billing Numbers, each	$ 3.00	$ 18.00

C. CONDITIONS

1. Special Billing Numbers

a. Special Billing Numbers may be provided in conjunction with all classes and grades of service.

b. The minimum period for which this service may be offered is two (2) months.

GENERAL EXCHANGE SERVICES

TEMPORARY OR VACATION SUSPENSION

A. GENERAL

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

B. RATES

1. The monthly rate will be 50% of the regular rate for the services suspended.

2. No other service charges will apply for the suspension and subsequent restoral of service.

C. CONDITIONS

1. The rates may be billed in total prior to the establishment of vacation rate service, or monthly, at the option of the Company.

2. The minimum period for which this service may be provided is 60 days; the maximum is 120 days during any 12-month period.

GENERAL EXCHANGE SERVICE

CUSTOM CALLING SERVICES

A. GENERAL

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

B. RATES

		Monthly Rate Per CO Line Equipped	Discounted Rates Per Part V Sheet 14
1.	Individual Services		
a.	Priority Call	$ 2.00	$ 1.50
b.	Call Forwarding	2.00	1.50
c.	Caller ID	4.50	N/A
d.	Selective Call Rejection	1.50	1.00
e.	Speed Calling - Short	1.00	1.00
	- Long	2.00	1.50
f.	Three-Way Calling	1.50	1.00
g.	Last Call Return	1.50	1.00
h.	Distinctive Ring	1.50	1.00
i.	Call Forwarding Busy Line	1.00	N/A
j.	Call Forwarding Busy Line Programmable	1.00	N/A
k.	Call Forwarding Don't Answer	1.00	N/A
l.	Call Forwarding Don't Answer Program	1.00	N/A
m.	Call Forward Remote Activation	2.00	N/A
n.	Call Hold	1.00	N/A
o.	Call Waiting - Residence	N/C	
	- Business	3.50	N/A
p.	Call Waiting Enhanced	3.00	N/A
q.	Caller ID Blocking Per Call	2.00	N/A
r.	Caller ID Blocking Per Line	2.00	N/A
s.	Continuous Redial	1.50	N/A
t.	Hot Line Service	3.00	N/A
u.	Warm Line Service	2.50	N/A
v.	Voice Mail	4.75	N/A

C. DEFINITIONS

1. Priority Call: Allows a customer to assign a maximum of three callers' telephone numbers to a special list. The customer will hear a distinctive ring at their location, when calls are received from callers' telephone numbers on that list.

2. Call Forwarding - Basic: Permits a customer to transfer all incoming calls to another dialable telephone number. The customer pre-selects a second telephone number to which all incoming calls are automatically transferred. Calls may be transferred to a long distance message telecommunications point subject to the availability of the necessary facilities in the central office from which the calls are to be transferred.

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

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

4. Selective Call Rejection: Enables a customer to reject call attempts from up to three numbers of calling parties by dialing a code and the telephone numbers of calls to be rejected. Any call attempts to the customer from these numbers will be prevented from terminating to the customer and will instead be connected to an announcement informing the caller that the call is not presently being accepted by the called party. A customer may also reject future calls from the most recent call received by dialing a code after completing the call.

5. Speed Calling: Enables a customer to place calls to other telephone numbers by dialing a one- or two-digit code rather than a complete telephone number. Customer may subscribe to only one of either the 8 Code capacity or 30 Code capacity on the same line.

6. Three Way Calling: Enables a customer to add a third party to an existing call without operator assistance, thereby establishing a three-way conversation. The transmission may vary depending on the distance and routing necessary; therefore,

C. DEFINITIONS (cont'd.)

transmission may not meet normal standards.

7. Last Call Return: Enables a customer to perform an activation procedure and automatically redial the last incoming number without having to know the number of the calling party.

8. Distinctive Ringing: A central office based service which provides up to three distinctive ringing codes on incoming calls, using one individual access line. The distinctive ringing codes are achieved by assigning up to three additional telephone numbers to the access line. Two types of Distinctive Ringing are available:

   Type A: The above service without a directory listing.
   Type B: The above service with a directory listing.

9. Call Forwarding - Busy Line: Allows a customer to have incoming calls forwarded to another predetermined number of the called number is busy. The customer pre-selects a second telephone number to which all incoming calls are automatically transferred. Calls may be transferred to a long distance message telecommunications point subject to the availability of the necessary facilities in the central office from which the calls are to be transferred.

10. Call Forwarding - Busy Line (Programmable): Allows a customer to have incoming calls forwarded to another number when the called number is busy. The customer can activate and deactivate the forwarding feature by dialing a code as well as establish or change the number which calls will be forwarded.

11. Call Forwarding - Don't Answer: Allows a customer to have an incoming call forwarded to another number if the customer does not answer after a preset number of rings.

12. Call Forwarding - Don't Answer (Programmable): Allows a customer to have an incoming call forwarded to another number if the customer does not answer after a preset number of rings. The customer can activate and deactivate the forwarding feature by dialing a code as well as establish or change the number to which calls will be forwarded.

13. Call Forwarding - Remote Activation: Allows a customer to activate or deactivate all types of Call Forwarding services, or to change the forward-to destination from a remote location.

14. Call Hold: Allows incoming calls to be placed on hold and retrieved from the same or another extension.

C. DEFINITIONS (cont'd.)

15. Call Waiting: By means of a tone signal a customer who is using his telephone is alerted when another caller is trying to reach that station. This permits putting the first call on hold so that a second call can be answered.

16. Call Waiting - Enhanced: Allows Call Waiting to be utilized with Three Way Calling.

17. Call Identification Blocking - Per Call: Enables a customer to control the disclosure of their telephone number or name and telephone number to a subscriber of Caller Identification (where technically feasible) by temporarily changing the public/private status indicator of the telephone number. A customer must dial a code before each call to change the indicator from public to private. "Public status" allows delivery of the telephone number or name and telephone number. "Private status" prevents delivery of the telephone number or name and telephone number. Per Call Blocking is provided at no charge.

18. Call Identification Blocking - Per Line: Provides a permanent private indicator on a customer's line. Once blocking is established on the customer's line, the private status cannot be deactivated by the customer. Rates and charges are provided herein. Federal, State and Local Law Enforcement Agencies, nonprofit domestic violence/sexual assault agencies and their staffs, and victims of domestic/sexual assault or individuals who express a personal safety need and sign a personal safety exemption form may be provided additional arrangements for private status and/or line blocking, on a line-by-line basis, at no charge.

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

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

C. DEFINITIONS (cont'd.)

19. Continuous Redial: Automatically redials the last number a customer dials. If the called party's number is busy, a special tone will alert the customer when the called number becomes idle.

20. Hot Line Service: Allows a customer to establish a switched connection to a predetermined number when the customer's telephone goes off-hook. No dialing is required and the call is processed automatically to the predetermined telephone number.

21. Warm Line Service: Allows a customer to establish a switched connection to a predetermined number if the customer does not dial a number within a specified length of time after going off-hook. When the customer's telephone goes off-hook and dialing begins within a specified time delay period, the call will proceed normally as dialed. If dialing has not started before the end of the predefined time delay period, a predetermined stored number is automatically dialed by the central office equipment.

22. Voice Mail: Provides an audio mailbox to record, store, retrieve, save and to handle audio messages for customers. The service will greet incoming callers with a personal or a standard greeting. It provides audio prompts and personal security codes for customers and users of the service. Customers can access the service from any tone signaling telephone. Voice Mail will be provided 24 hours a day, 7 days per week.

D. CONDITIONS

1. Call Forwarding Services shall not be used to extend calls on a planned and continuing basis to intentionally avoid the payment in whole or in part, of message toll charges that would regularly be applicable between the station originating the call and the station to which the call is transferred. Customers utilizing call forwarding services are responsible for the payment of charges for each toll call between the telephone to which the call is transferred.

2. Customer Calling Services will be provided in connection with individual line residence and business service. Party line, PBX and Centrex customers are excluded.

GENERAL EXCHANGE SERVICES

CUSTOM CHOICE

A. GENERAL

1. Custom Choice provides residence customers the option to design groups of services/products which will meet their needs. These customer selected groups may be chosen from PREMIUM services and additional services/products, all of which are identified under C., following.

B. RATES

1. Discounted monthly rates for the services listed below, can be found in Custom Calling, Part V Sheet 9.

C. CONDITIONS

1. The customer must buy at least one or more of the premium products/services listed below to receive a Custom Choice discount:

   a. Additional Line
   b. Caller ID
   c. Voice Mail

   Customers buying the above PREMIUM products/services qualify for a discounted on the following products/services, these prices are located in Part V Sheet 9:

   a. Call Forwarding
   b. Selective Call Rejection
   c. Speed Call
   d. Three-Way Calling
   e. Priority Call
   f. Last Call Return
   g. Distinctive Ring

2. Custom Choice does not apply to, and the discount is not available on, additional lines that are not billed on the same account, to the same person, at the same premises.

GENERAL EXCHANGE SERVICES

EMERGENCY REPORTING TELEPHONE SERVICE

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

A. GENERAL

1. Enhanced Universal Emergency Number Service, also referred to as Enhanced 911 Service or E911, is a telephone exchange communication service whereby one or more Public Safety Answering Points (PSAP) designated by the customer may receive telephone calls dialed to the telephone number 911. E911 Service includes a line and equipment necessary for the answering, transferring, and dispatching of public emergency telephone 911 calls originated by persons within the serving area. E911 Service provides for Selective Routing, Automatic Number Identification, and Automatic Location Identification features.

2. Enhanced 911 Service is offered subject to availability of facilities.

3. The E911 customer may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire, or other emergency services within the telephone central office areas arranged for 911 calling.

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

B. RATES

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

C. CONDITIONS

1. E911 Service is provided solely for the benefit of the customer

C. CONDITIONS (cont'd.)

operating the PSAP. The provision of E911 Service by the Telephone Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Telephone Company obligation toward any third person or legal entity other than the customer.

2. The Telephone Company does not undertake to answer and forward E911 calls, but furnishes the use of its facilities to enable the customer's personnel to respond to such calls on the customer's premises.

3. Temporary or vacation suspension of service is not provided for any part of the E911 Service.

4. The E911 calling party forfeits the privacy afforded by non-listed and private service to the extent that the telephone number, address, and name associated with the originating station location are furnished to the PSAP. The names, addresses, and telephone numbers of telephone customers whose listings are not published in directories or listed in Directory Assistance Offices is confidential. Information will be provided on a call-by-call basis only for the purpose of responding to emergency calls.

5. The Telephone Company's entire liability to any person for interruption or failures of E911 Service shall be limited to the terms set forth in this section and other sections of this tariff.

6. The rates charged for E911 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects, and malfunctions in the service, nor does the Company undertake such responsibility. The customer shall make such operational test as, in the judgement of the customer, are required to determine whether the system is functioning properly for its use. The customer shall promptly notify the Telephone Company in the event the system is not functioning properly.

7. The Telephone Company's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof whether caused by the negligence of the Telephone Company or otherwise shall not exceed an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative.

C. CONDITIONS

8. Each customer also agrees to release, indemnify, and hold harmless the Telephone Company from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others.

9. The customer also agrees to release, indemnify, and hold harmless the Telephone Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of E911 service features and the equipment associated therewith, or by any services furnished by the Telephone Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing E911 service hereunder, and which arise out of negligence or other wrongful act of the Telephone Company, the customer, its user, agencies, or municipalities, or the employees or agents of any one of them.

10. Because the Telephone Company serving boundaries and political subdivision boundaries may not coincide, it is the obligation of the customer to make arrangements to handle all E911 calls that originate from telephones served by Central Offices in the local service area whether or not the calling telephone is situated on property within the geographical boundaries of the customer's public safety jurisdiction.

11. Application for E911 Service must be executed in writing by each customer. If application for service is made by an agent, the Telephone Company must be provided in writing with satisfactory proof of appointment of the agent by the customer. At least one local law enforcement agency must be included among the participating agencies in any E911 offering.

12. The customer is required to furnish the Telephone Company its agreement to the following terms and conditions:

    a. That all E911 calls will be answered on a 24-hour day, seven-day week basis.

C. CONDITIONS

b. That the customer has responsibility for dispatching the appropriate emergency service vehicles within the E911 service area, or will undertake to transfer all E911 calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.

c. That the customer will develop an appropriate method for responding to calls for non-participating agencies which may be directed to the E911 PSAP by calling parties.

d. That the customer will provide CPE with a capacity adequate to handle the number of incoming E911 lines recommended to be installed by the Telephone Company. It is the customer's responsibility to ensure their CPE is compatible with the service(s) provided by the Telephone Company.

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

a. Initial and subsequent ESN assignments by street name, address range, and area or other mutually agreed upon routing criteria shall be furnished by the customer to the Telephone Company prior to the effective date of service.

b. After establishment of service, it is the customer's responsibility to continue to verify the accuracy of the routing information contained in the master address file and to advise the Telephone Company of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance, or other appropriate agencies' jurisdiction

over any address, annexations, and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of E911 calls to the proper PSAP.

c. The Telephone Company will provide to the customer on request a complete written copy of the master address file to permit the customer to verify accuracy of the police, fire, and ambulance PSAP routing designations.

d. Changes, deletions, and additions which the customer desires to have made in the master address file should be submitted on an "as occurred" basis.

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

GENERAL EXCHANGE SERVICES

CUSTOMIZED NUMBER SERVICE

A. GENERAL

1. Customers of the Telephone Company may request assignment of specific telephone numbers. If the telephone number or numbers requested by the customer is not currently in use, the Telephone Company may assign the number to the customer.

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

B. CHARGES

	Nonrecurring Charge
1. Each Customized Telephone Number	$150.00

C. CONDITIONS

1. The Telephone Company may reject any request for specific telephone numbers and may refuse requests for specific numbers for any reason, including, but not limited to, numbers that may, in the Telephone Company's opinion, be offensive to good taste, limited central office capacity, number availability, or relocation of a central office.

2. The ownership of all telephone numbers shall be retained by the Telephone Company. The assignment of the use of a telephone number by or from any customer to another, except as otherwise provided in this tariff is prohibited.

3. Customized Number Service Charge applies whenever a customer obtains an assignment of a specific telephone number. If the number is not placed into service within six months of the date of the request, the number may be released for reassignment.

4. Customized Number Service Charge will not apply when a customer whose service has been terminated requests reassignment of the previous telephone number, if not currently in use, and reassignment occurs within 12 months.

5. The Customized Number Service Charge is not refundable.

GENERAL EXCHANGE SERVICES

INFORMATION SERVICE ACCESS BLOCKING

A. GENERAL

1. Information Service Access Blocking enables customers with individual line service to request the blocking of access to all 900 and 976 numbers.

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

B. CHARGES

	Nonrecurring Charge
Information service access blocking	$5.00

C. CONDITIONS

1. A customer shall not be charged for the initial subscription to information service access blocking. After this service has been established, subsequent unblocking and/or reblocking will be subject to all applicable tariffed charges.

2. This service is provided only where central office capabilities permit the offering.

GENERAL EXCHANGE SERVICES

FOREIGN EXCHANGE SERVICE

A. GENERAL

1. Foreign Exchange Service (FX) is a special access service that provides dial tone to and from a telephone exchange other than the subscribers local exchange. In essence, the telephone subscriber is provided dial tone from another exchange whereby calls are transmitted over a special access circuit between the two exchanges.

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

B. DEFINITIONS

1. Local Exchange - the exchange in which the customer premise equipment is located and in which service is provided.

2. Serving Exchange - the exchange in which the serving central office is located.

3. Contiguous Exchange - adjoining exchanges which share a common boundary.

4. Noncontiguous Exchanges - exchanges which do not share a common boundary.

C. RATES

1. Serving Exchange (Dial Tone Provider) rates would be as follows:

   a. Business or Residence "Central Office Access Line" rates would apply (See Part IV of this tariff), plus any possiole mileage rates for outside of the exchange rate area;

   b. Plus, applicable special access rates contained in the "serving exchange" Carrier Access tariff.

2. Local Exchange (Non Dial Tone Provider) rates would be as follows:

   a. Business or Residence "Central Office Access Line" rates would apply (See Part IV of this tariff), plus any possible mileage rates for outside of the base rate area;

C. RATES (cont'd.)

b. Plus, applicable special access rates contained in the "serving exchange" Carrier Access tariff.

D. CONDITIONS

1. Foreign Exchange Service will be limited to business and residence individual Central Office Access Line Service, or PBX trunks, when facilities for its provision are available.

2. One directory listing will be provided, without added charge in the alphabetical directory covering the serving exchange for each business or residence service. In addition, each business customer will be entitled to a regular listing in the classified directory covering the serving exchange without additional charge. Additional listing in the alphabetical and/or classified directories covering the local or other exchanges may be provided at the rates effective in those exchanges.

3. Customers to Foreign Exchange Service are required to subscribe to Central Office Access Line Service of the exchange from which service would normally be rendered. Any suspension or termination of the primary Local Exchange Service will require suspension or termination of the Foreign Exchange Service.

4. Calls beyond the local calling area of the serving exchange will not be permitted.

GENERAL EXCHANGE SERVICES

DIRECTORY ASSISTANCE CHARGING

A. GENERAL

1. Directory Assistance service is defined as furnishing aid in obtaining telephone numbers. The Directory Assistance charges specified in this tariff apply when a customer within an area code requests the telephone number(s) of customer(s) within the same area code.

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

B. CHARGES

1. Customer originated calls (maximum of two requests per call) $ 0.60

C. CONDITIONS

1. The number of directory assistance calls from the customer's station for which no charge shall be assessed shall be two per month. The allowance applies for each:

   - Exchange Service Line
   - Dormitory Student Account
   - Wide Area Telecommunications Service Line
   - Trunk Line

2. Call allowances are not transferable between accounts.

3. For the purposes of administering this tariff the full allowance will apply for service on record as of the customer's billing date.

4. Rates specified in B. preceding are not applicable to:

   - Calls placed from hotels and motels.
   - Calls placed from hospitals.

C. CONDITIONS (cont'd.)

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

- Calls from certified exempt customers and charged to their Calling Card.

PERSONAL SAFETY EXCEPTION FORM

Customer Certification

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

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

_____

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

CUSTOMER REQUESTING FREE PER LINE BLOCKING:

PRINT NAME: _____

SIGNATURE: _____

TELEPHONE NUMBER WHERE PER LINE BLOCKING WILL BE ASSIGNED:

_____

CUSTOMER RESPONSIBLE FOR TELEPHONE ACCOUNT:

PRINT NAME: _____

ADDRESS: _____

SIGNATURE: _____

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

GENERAL EXCHANGE SERVICES

BILLED NUMBER SCREENING SERVICE

A. GENERAL

1. Billed Number Screening Service prevents the billing of collect calls, third number calls or both to a customers telephone number.

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

B. RATES

	Monthly Rate	Nonrecurring Charge
1. Per line equipped	$0.00	$18.00

C. CONDITIONS

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

2. This service is available only where facilities permit.

GENERAL EXCHANGE SERVICES

INTERIM LOCAL NUMBER PORTABILITY

A. GENERAL

Interim Local Number Portability (ILNP) applies to an interconnection arrangement between the Company and the Connecting Company. This service enables the Connecting Company to provide basic local exchange service within the State of Iowa to a given Customer(s) that wishes to retain their telephone(s), assigned by the Company. ILNP is provided through Remote Call Forwarding (RCF). RCF is a service which permits incoming dialed calls to a telephone number, assigned by the Company, to be forwarded to a Connecting Company end office, utilizing a call forwarding of the Company's end office switch.

B. RATES

Each number ported to the Connecting Company will be charged as follows:

There is no charge for this service at this time.

No other charges will apply, except for collect, third party, or other operator-assisted calls to the remote telephone number, the Connecting Company is responsible for the payment of charges if the party at the number to which calls are forwarded accepts such calls.

C. CONDITIONS

1. The Connecting Company shall be responsible for the following:

   a. The Connecting Company shall exchange technical descriptions and forecasts of their traffic requirements in sufficient detail necessary to engineer, install, maintain, and administer the facilities subject to this arrangement.

   b. The Connecting Company is solely responsible to obtain authorization from the end-user for the handling of the disconnection of the end-user's service with the Company, the provision of service by the Connecting Company and the provision of ILNP services. Should a dispute or discrepancy arise regarding the authority of the Connecting Company to act on behalf of the end-user, the Connecting Company is responsible for providing written evidence of its authority.

C. CONDITIONS (cont'd.)

c. The Connecting Company is responsible for coordinating the provisioning of the service with the Company to assure that its switch is capable of accepting ILNP traffic. The Connecting Company is solely responsible to provide equipment and facilities that are compatible with the Company's service parameters, interfaces and facilities. The Connecting Company is required to provide sufficient terminating facilities and services at the terminating end of a ILNP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of the Company or any of its end users.

d. The Connecting Company is responsible for providing an appropriate intercept announcement service for any telephone number subscribed to ILNP services for which it is not presently providing local exchange service.

e. Where the Connecting Company chooses to disconnect or terminate any ILNP service, it is responsible for designating the preferred type of announcement to be provided by the Company at appropriate unregulated intercept rates, if applicable.

f. The Connecting Company is responsible for designating to the Company at the time of its initial service request for ILNP services one of the following options with respect to Credit Card, Collect, third party, and other operator handled calls from or to ILNP assigned telephone numbers: (1) the Connecting Company request that the Company block all such calls; (2) the Connecting Company may accept billing from the Company for such calls; (3) the Connecting Company may negotiate a separate agreement with the Company establishing the call handling, processing, billing and collection responsibilities of the parties.

2. The Company will be responsible for the following:

Making available notes and other information necessary describing the interoffice transmission and signaling procedures standard to the Company's network.

3. The following will apply when ILNP is applicable:

a. ILNP and facilities will only be provided, where technically feasible, subject to the availability of facilities and may only be furnished from properly equipped central offices.

C. CONDITIONS (cont'd.)

ILNP services and facilities are not offered for the Company's Payphone line.

b. When the exchange service offering(s) associated with ILNP service are provisioned using remote switch(s), ILNP service is available from the host central offices.

c. General regulations as depicted in this tariff, such as payments, deposits, adjustments, etc., apply to ILNP service as appropriate.

SERVICE CHARGES

A. GENERAL

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

B. CHARGES	Charge
1. Service Ordering Charge – per customer request for work ordered and requested to be completed at the same time	
a. Residence Service	
1) For connecting new or additional Central Office Access Lines	$18.00
2) For moving or changing existing service and facilities, record work or adding new or additional service and facilities, other than Central Office Access Lines	18.00
b. Business Service	
1) For connecting new or additional Central Office Access Lines (Key System, PBX Trunk, Pay Telephone, Resale or Shared Service Lines)	18.00
2) For moving or changing existing service and facilities, record work or adding new or additional service and facilities, other than Central Office Access Lines (see b.1 above)	18.00
2. Central Office Access Line Charge – per Central Office Access Line or telephone number worked on, including, but not limited to the following:	
a. Residence Service	
1) Central Office Access Lines, each	18.00
2) Non-payment reconnect	15.00

B. CHARGES (cont'd.)

b. Business Service

1) Central Office Access Lines, each	18.00
2) Non-payment reconnect	15.00

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

a. Residence Service	35.00
b. Business Service	35.00

C. CONDITIONS

1. Service Charges are in addition to the other applicable rates and charges located in other parts of this filed tariff.

2. Service Charges apply in addition to, but not in lieu of, mileage rates or those charges covered under Special Type of Construction or Line Extensions of a temporary or speculative nature.

3. When Central Office Access Line service is established for a different customer and all of the facilities are reconnected in place without any change, the appropriate service ordering charge applies to the class of service established.

4. Service Charges Apply For:

a. Establishing service.

b. Reconnection of service for nonpayment when a service order had been issued for due bill.

c. Move of service from one premise to another.

d. Number change made at the request of the customer.

e. Rearrangement of relocation of facilities at customer's request.

5. Service Charges Do Not Apply:

a. When any change is made and initiated by the Company.

b. For customer name change with no lapse in billing or change in service.

C. CONDITIONS (cont'd.)

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

SERVICE CHECK

A. GENERAL

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

B. CONDITIONS

1. No charge will be assessed the customer regardless of whether the telephone company determines any difficulty exists on its side of the demarcation point.

2. When a customer requests that the telephone company locate or repair any difficulty on the customer's side of the demarcation point, a deregulated charge may apply for checking the facilities on both the customer's and the telephone company's side of the demarcation point.

LOW INCOME CONNECTION ASSISTANCE PROGRAM

A. LINK UP

1. The Low Income Connection Assistance Program (Link Up) is a plan to assist qualified low-income applicants with reduced service connection charges. The assistance applies for a single telephone line at the applicant's principal place of residence. A reduction of fifty percent of all service connection charges, or $30.00, whichever is less, will be provided to qualified Applicants.

2. The customer shall receive the benefit of the Link-up program for a second or subsequent time only for a principal place of residence with an address different from the residence address at which Link-up was provided previously.

B. ELIGIBILITY REQUIREMENTS

1. To be eligible for assistance, an applicant must participate in one of the following:

   a. Medicaid (e.g. Title XIX/Medical, State supplemental assistance)

   b. Food Stamps

   c. Supplemental Security income (SSI

   d. Federal public housing assistance

   e. Low-income energy assistance program (LHEAP)

C. APPLICATION FOR ASSISTANCE

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

D. CHARGES AND DEFERRED PAYMENTS

1. All tariffed service connection charges for installing basic Residential telephone service, except security deposits, shall be reduced by 50% or $30.00 whichever is less.

2. An applicant may defer payment of the service connection charges or security deposit. Payments may be deferred up to 12 months with a payment schedule of equal payments of up to $200.00 assessed for commencing service. Interest will not be charged on these deferred payments.

E. LIFELINE ASSISTANCE

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

F. ELIGIBILITY REQUIREMENTS

1. To be eligible for assistance, an applicant must participate in one of the following:

   a. Medicaid (e.g. Title XIX/Medical, State supplemental assistance)

   b. Food Stamps

   c. Supplemental Security income (SSI

   d. Federal public housing assistance

   e. Low-income energy assistance program (LHEAP)

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

G. APPLICATION FOR ASSISTANCE

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

H. RATES

1. The Lifeline customer will receive a monthly credit toward their local exchange service rate. The total monthly credit of $5.25 (USOC ASGFX) consists of the $1.75 federal support and the $3.50 baseline federal support to waive the Lifeline customer's federal end-user common line charges or to reduce the Lifeline customer's residential rate.

2. Toll blocking shall be included with this service offering without charge. No service deposit would be required if applicant voluntarily elects toll blocking with the initiation of Lifeline Service.

GENERAL EXCHANGE SERVICE TARIFFS

CONNECTIONS WITH CUSTOMER-PREMISE EQUIPMENT

A. GENERAL

1. Customer-premise equipment may be used with the facilities furnished by the Company, for telecommunication service, provided that such equipment will be connected, maintained, and operated as specified in this tariff.

2. If customer-premise equipment is used in violation of the provisions of this tariff, the Company will take such action as it deems necessary for the protection of the telecommunications network.

3. After notification by the Company of such violation, the customer shall discontinue such use and confirm in writing to the Company within ten days that such violation has ceased. Failure of the customer to conform to this requirement may result in suspension of service.

4. Customer-premise equipment will be directly connected in accordance with Part 68 of the FCC Rules and Regulations.

5. It is the customer's obligation to ensure compliance with any applicable state or federal laws governing the installation and use of customer-premise equipment.

B. COMPANY RESPONSIBILITY LIMITATIONS

1. The telecommunications network is not represented as being adapted to the use of customer-premise equipment, and the Company shall not be responsible for:

   a. The through transmission of signals generated by the customer-premise equipment or for the quality of or defects in such transmission;

   b. The reception of signals by the customer-premise equipment or communications system.

2. The customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of patents arising from combining such equipment with the facilities of the Company.

B. COMPANY RESPONSIBILITY LIMITATIONS (cont'd.)

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

C. OBLIGATIONS OF THE CUSTOMER

1. The customers will at their expense:

a. Provide power to operate their equipment in conformity with Company specifications.

b. Maintain their equipment to assure proper operation within standards of the Company.

c. Replace or modify their equipment, if requested by the Company, if it becomes obsolete or incompatible because of changes in standards or operating procedures.

d. Disconnect equipment upon notification that it is causing or is likely to cause interference or hazard to the network or company personnel, or to other customers of the Company.

e. Pay a service check charge for visits to their premises when the service difficulty is caused by the customer-premise equipment, as specified in Part VI, Service Check Charges.

f. It shall be the customer's responsibility to modify any Customer Provided Equipment (CPE to be compatible with multiparty Central Office Access Line service.

D. BASIS OF CONNECTION

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

E. NETWORK PROTECTION CRITERIA

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

CONTRACTS DEVIATION LIST

NAME For Future Use
ADDRESS

TYPE OF SERVICE
EXECUTION DATE
EXPIRATION DATE
COMPARABLE TARIFF
EXPLANATION OF DIFFERENCE

LONG DISTANCE SERVICE

A. GENERAL

Long distance service is between two points within the State of South Dakota handled exclusively by FiberComm or jointly by FiberComm and its associated or connecting companies, to the extent that this tariff is concurred in by such other companies, is furnished as set forth following.

B. TERMS AND CONDITIONS

1. Scope

a. Long distance service is that of furnishing facilities other than and in addition to local facilities for telephone communication between local service areas in accordance with regulations and system charges specified in this tariff. The service of furnishing the local facilities required to establish and maintain connection between an exchange station and the long distance facilities in connection with long distance calls is a part of local service.

b. FiberComm does not undertake to transmit messages but furnishes the use of its facilities to its customers for communications.

C. USE OF SERVICE

This service is provided for use by the customer and may be used by others, when so authorized by the customer, providing that all such usage shall be subject to the provisions of this tariff.

D. ABUSE AND FRAUDULENT USE

The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service.

E. UNLAWFUL PURPOSES

The service is furnished subject to the condition it will not be used for an unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of the law. If FiberComm receives other evidence giving reasonable cause to believe that such service is being or will be so used, it will either discontinue or deny the service or refer the matter to the appropriate law enforcement agency.

F. CANCELLATION TO CAUSE

For nonpayment of any sum due FiberComm, or for abuse or fraudulent use of the service, FiberComm may either suspend, terminate without suspension, or refuse service without incurring any liability.

G. TIMING OF MESSAGES

1. The point at which the connection is established, the date, day and time (standard or daylight savings) at the rate center of the calling party when the connection is established determines the identification of the beginning of the charge.

2. Chargeable time is determined as follows:

Charges for each minute billing element are applied on the basis of whole minute intervals. The billing interval for these elements is determined by rounding up partial minutes to the next whole minute.

H. RATES

	Per Minute Rate
Long Distance Message Service.....	$0.14
800 Service.....	$0.17

Rates are per minute without regard to distance between locations, time of day or day of week.

TC98-147

FiberCOMM
Hometown Service, Global Access

RECEIVED
MAR 22 1999
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Harlan Best
South Dakota PUC
500 East Capitol
Pierre, SD 57501

Harlan:

Per our conversation on the 16th, I have changed the following Tariff pages:

Part II Sheet 16

Part IV Sheet 2

Part V sheets 8,13,21, and 22

If you have any further questions, I can be reached at 712-252-2020.

Jim McKenna
FiberComm, L.C
Vice President

901 Steuben Street • Sioux City, Iowa 51101 • 712-252-2020 • 800-836-2472 • Fax: 712-258-8810 • www.fibercomm.net

N. CUSTOMER COMPLAINTS (cont'd.)

communications will be effective in resolution of the issues.

b. The customer may at any point during resolution of the complaint seek review by a Supervisor or Manager.

c. Upon investigation and final resolution by the Company, if the customer wishes further review, the customer should direct all appropriate information to the South Dakota P.U.C., 500 East Capitol, Pierre, South Dakota 57501, 800/332-1782 or 800/877-1113.

O. RESALE OR SHARED SERVICE

1. General

a. A reseller or shared service customer may obtain local exchange service from the Company to allow occupants of a building or complex of buildings to share in the use of local exchange services.

b. The Company will provide service to the point of demarcation.

c. The customer shall be responsible to extend the service from the point of demarcation.

d. The end-user customer must be allowed to subscribe to service provided by the Company.

e. Should the reseller refuse to allow the end-user customer to subscribe to local exchange service direct from the Company, the end-user customer may file a complaint against the reseller with the South Dakota P.U.C., 500 East Capitol, Pierre, South Dakota 57501, 800/332-1782 or 800/877-1113.

C. CONDITIONS

1. Mileage rates may apply for service between separate premises. (See Part V)

2. From time to time the Company may engage in special promotional service offerings designed to attract new customers or to increase existing customers' awareness of a particular tariff offering. These offerings may be limited to certain dates, times, and/or locations. Terms and conditions of all promotions will be stated in this tariff.

3. In addition to tariffed promotional offerings, the Company may, in conjunction with customer service agreement, offer individualized arrangements on a case by case basis where necessary to meet prices, terms, or conditions of service offered by competitors. In such case, the prices offered by the Company shall not exceed the prices for similar services contained in this tariff and will be filed with SD P.U.C..

GENERAL EXCHANGE SERVICE

CUSTOM CALLING SERVICES

A. GENERAL

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

B. RATES

		Monthly Rate Per CO Line Equipped	Discounted Rates Per Part V Sheet 13
1.	Individual Services		
a.	Priority Call	$ 2.00	$ 1.50
b.	Call Forwarding	2.00	1.50
c.	Caller ID	4.50	N/A
d.	Selective Call Rejection	1.50	1.00
e.	Speed Calling - Short	1.00	1.00
	- Long	2.00	1.50
f.	Three-Way Calling	1.50	1.00
g.	Last Call Return	1.50	1.00
h.	Distinctive Ring	1.50	1.00
i.	Call Forwarding Busy Line	1.00	N/A
j.	Call Forwarding Busy Line Programmable	1.00	N/A
k.	Call Forwarding Don't Answer	1.00	N/A
l.	Call Forwarding Don't Answer Program	1.00	N/A
m.	Call Forward Remote Activation	2.00	N/A
n.	Call Hold	1.00	N/A
o.	Call Waiting - Residence	N/C	
	- Business	3.50	N/A
p.	Call Waiting Enhanced	3.00	N/A
q.	Caller ID Blocking Per Call	2.00	N/A
r.	Caller ID Blocking Per Line	2.00	N/A
s.	Continuous Redial	1.50	N/A
t.	Hot Line Service	3.00	N/A
u.	Warm Line Service	2.50	N/A
v.	Voice Mail	4.75	N/A

GENERAL EXCHANGE SERVICES

CUSTOM CHOICE

A. GENERAL

1. Custom Choice provides residence customers the option to design groups of services/products which will meet their needs. These customer selected groups may be chosen from PREMIUM services and additional services/products, all of which are identified under C., following.

B. RATES

1. Discounted monthly rates for the services listed below, can be found in Custom Calling, Part V Sheet 6.

C. CONDITIONS

1. The customer must buy at least one or more of the premium products/services listed below to receive a Custom Choice discount:

   a. Additional Line
   b. Caller ID
   c. Voice Mail

   Customers buying the above PREMIUM products/services qualify for a discounted on the following products/services, these prices are located in Part V, Sheet 8:

   a. Call Forwarding
   b. Selective Call Rejection
   c. Speed Call
   d. Three-Way Calling
   e. Priority Call
   f. Last Call Return
   g. Distinctive Ring

2. Custom Choice does not apply to, and the discount is not available on, additional lines that are not billed on the same account, to the same person, at the same premises.

GENERAL EXCHANGE SERVICES

FOREIGN EXCHANGE SERVICE

A. GENERAL

1. Foreign Exchange Service (FX) is a special access service that provides dial tone to and from a telephone exchange other than the subscribers local exchange. In essence, the telephone subscriber is provided dial tone from another exchange whereby calls are transmitted over a special access circuit between the two exchanges.

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

B. DEFINITIONS

1. Local Exchange - the exchange in which the customer premise equipment is located and in which service is provided.

2. Serving Exchange - the exchange in which the serving central office is located.

3. Contiguous Exchange - adjoining exchanges which share a common boundary.

4. Noncontiguous Exchanges - exchanges which do not share a common boundary.

C. RATES

1. Serving Exchange (Dial Tone Provider) rates would be as follows:

   a. Business or Residence "Central Office Access Line" rates would apply (See Part IV of this tariff), plus any possible mileage rates for outside of the exchange rate area;

   b. Plus, applicable special access rates contained in the "serving exchange" Access Tariff.

2. Local Exchange (Non Dial Tone Provider) rates would be as follows:

   a. Business or Residence "Central Office Access Line" rates would apply (See Part IV of this tariff), plus any possible mileage rates for outside of the base rate area;

C. RATES (cont'd.)

b. Plus, applicable special access rates contained in the "serving exchange" Access Tariff.

D. CONDITIONS

1. Foreign Exchange Service will be limited to business and residence individual Central Office Access Line Service, or PBX trunks, when facilities for its provision are available.

2. One directory listing will be provided, without added charge in the alphabetical directory covering the serving exchange for each business or residence service. In addition, each business customer will be entitled to a regular listing in the classified directory covering the serving exchange without additional charge. Additional listing in the alphabetical and/or classified directories covering the local or other exchanges may be provided at the rates effective in those exchanges.

3. Customers to Foreign Exchange Service are required to subscribe to Central Office Access Line Service of the exchange from which service would normally be rendered. Any suspension or termination of the primary Local Exchange Service will require suspension or termination of the Foreign Exchange Service.

4. Calls beyond the local calling area of the serving exchange will not be permitted.

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE APPLICATION OF FIBERCOMM, L.C. FOR A CERTIFICATE OF AUTHORITY TO PROVIDE TELECOMMUNICATIONS SERVICES, INCLUDING LOCAL EXCHANGE SERVICES, IN SOUTH DAKOTA	ORDER GRANTING CERTIFICATE OF AUTHORITY TC98-147

On August 27, 1998, the Public Utilities Commission (Commission), in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, received an application for a certificate of authority from FiberComm, L.C. (FiberComm).

FiberComm proposes to offer local exchange service, intrastate and interstate long distance interexchange service using its own facilities, leased facilities and the resale of services. A proposed tariff was filed by FiberComm.

On September 3, 1998, the Commission electronically transmitted notice of the filing and the intervention deadline of September 18, 1998, to interested individuals and entities. No petitions to intervene or comments were filed and at its regularly scheduled March 25, 1999, meeting, the Commission considered FiberComm's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to rural safeguards, as FiberComm had furnished the Commission with a surety bond.

The Commission finds that it has jurisdiction over this matter pursuant to Chapter 49-31, specifically 49-31-3 and ARSD 20:10:24:02 and 20:10:24:03. The Commission finds that FiberComm has met the legal requirements established for the granting of a certificate of authority. FiberComm has, in accordance with SDCL 49-31-1, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota.

The Commission approves FiberComm's application for a certificate of authority, subject to rural safeguards. The certificate of authority for FiberComm shall authorize it to offer local exchange services in those areas in South Dakota where U S WEST Communications, Inc. is the incumbent local exchange carrier. In the future, should FiberComm choose to provide local exchange services statewide, with respect to rural telephone companies, FiberComm 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 FiberComm's application for a Certificate of Authority to provide telecommunications services, including local exchange services, is granted, and it is

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

FURTHER ORDERED, that the Commission shall authorize FiberComm to offer its local exchange services in those areas in South Dakota where U S WEST Communications, Inc. is the incumbent local exchange carrier.

Dated at Pierre, South Dakota, this 30th day of March, 1999.

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: Delaine Kolbo

Date: 3/31/99

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

JAMES A. BURG, Chairman

PAM NELSON, Commissioner

LASKA SCHOENFELDER, 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 March 25, 1999
Docket No. TC98-147

This is to certify that

FIBERCOMM, L.C.

is authorized to provide telecommunications services in South Dakota.

This certificate is issued in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, 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 30th day of March 1999

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:

JAMES A. BURG, Chairman

PAM NELSON, Commissioner

LASKA SCHOENFELDER, Commissioner