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1720 Windward Concourse
Suite 250
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Telephone: (770) 232-9200
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June 12, 2002

VIA OVERNIGHT DELIVERY

RECEIVED

JUN 13 2002

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Mr. William Bullard
Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Ave-Pierre, SD 57501-5070
(605) 773-3201

Re: Wholesale Carrier Services, Inc.

Dear Mr. Bullard:

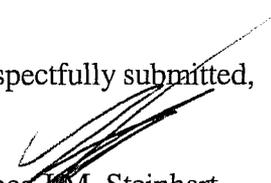
Enclosed please find one original and ten (10) copies of Wholesale Carrier Services, Inc.'s Application for Registration of a Telecommunications Company.

I have also enclosed a check in the amount of \$250.00 payable to the "South Dakota Public Utilities Commission" for the filing fee, and an extra copy of this cover letter to be date stamped and returned to me in the enclosed self-addressed prepaid envelope.

APPLICANT HAS ALSO ENCLOSED ONE COPY OF FINANCIAL STATEMENTS IN A SEPARATE ENVELOPE MARKED "CONFIDENTIAL AND PROPRIETARY" AND RESPECTFULLY REQUESTS CONFIDENTIAL TREATMENT OF THE ENCLOSED FINANCIAL INFORMATION. APPLICANT EXPECTS THAT THIS INFORMATION WILL BE RESTRICTED TO COUNSEL, AGENTS AND EMPLOYEES WHO ARE SPECIFICALLY ASSIGNED TO THIS APPLICATION BY THE COMMISSION.

If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me.

Respectfully submitted,


Lance J.M. Steinhart
Attorney for Wholesale Carrier Services, Inc.

Enclosures
cc: Chris S. Barton

APPLICATION FOR REGISTRATION
OF WHOLESALE CARRIER SERVICES, INC.
FILED WITH THE
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE)
APPLICATION OF)
WHOLESALE CARRIER SERVICES, INC.)
)
FOR AN ORDER)
AUTHORIZING THE REGISTRATION)
OF APPLICANT AS A)
TELECOMMUNICATIONS COMPANY)

Docket No.

RECEIVED

JUN 13 2002

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

APPLICATION

Application is hereby made to the South Dakota Public Utilities Commission for an Order authorizing Wholesale Carrier Services, Inc. ("Applicant") to register as a telecommunications company within the State of South Dakota. The following information is furnished in support thereof:

1. Name, Address and Telephone Number of Applicant:

Wholesale Carrier Services, Inc.
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433
Telephone: (561) 852-3400
Toll-Free Customer Service: (888) 280-4927

2. The name under which the Applicant will provide these services if different than in 1. above:

Wholesale Carrier Services, Inc.

3. Applicant's corporate information:

Applicant was organized in the State of Florida on May 20, 1996. A copy of the Applicant's Articles of Incorporation is attached hereto as Exhibit A. A copy of Applicant's Certificate of Authority to transact business as a foreign corporation in the State of South Dakota is attached hereto as Exhibit B.

The Applicant has no principal office in South Dakota. The name and address of the Applicant's registered agent is:

TCS Corporate Services, Inc.
C/O Marilyn Person
819 West Third
Pierre, South Dakota 57501

The names and address of each corporation, association, partnership, cooperative, or individual holding a 20% or greater ownership or management interest in the Applicant corporation and the amount and character of the ownership or management interest are as follows:

Name and Address	Shares Owned	Percentage of all Shares Issued and Outstanding and Voting Control
Chris S. Barton	1,000	100%

All of the above can be reached through the company as set forth in Section 1 above.

4. **Partnership Information:**

Not Applicable.

5. **Description of Services Applicant intends to offer:**

Applicant is a reseller which intends to offer interexchange services, including 1+ and 101XXXX outbound dialing, 800/888 toll-free inbound dialing, directory assistance, data services, travel card service, and prepaid calling card service.

6. **Means by which the Applicant intends to provide services:**

Applicant does not own or maintain any transmission facilities or switching equipment in the State of South Dakota. The Applicant will provide services through Qwest, AT&T and WorldCom, its underlying carriers. As a reseller, Applicant has no points of presence in the State of South Dakota, thus Applicant neither owns, leases, nor operates any switching, transmission, or other physical facilities in the State of South Dakota, and no such facilities will be used by Applicant in providing service in the State of South Dakota. Rather, Applicant will be engaged in reselling services provided by facilities-based carriers within the State of South Dakota.

7. **Geographic Areas in which services will be offered:**

Applicant intends to provide services on a statewide basis.

8. **Financial Qualifications:**

Applicant is financially qualified to provide intrastate interexchange telecommunications services within South Dakota. In particular, Applicant has adequate access to the capital necessary to fulfill any obligations it may undertake with

respect to the provision of intrastate telecommunications services in the State of South Dakota. See Exhibit C, which is attached hereto, Applicant's Balance Sheet as of December 31, 2001 and Profit & Loss for the period January 31, 2001 through December 31, 2001, which demonstrates that Applicant has the financial ability to provide the services that it proposes to offer, which are marked and filed as "Confidential" under separate cover. Applicant hereby respectfully requests a waiver of ARSD 20:10:24:02(8) to the extent it requires applicant to file a current cash flow statement since it is not prepared by Applicant.

9. Applicant's complaints and regulatory matters contact and how Applicant handles customer billings and customer service matters.

All inquiries regarding regulatory matters should be addressed to:

Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433
Telephone: (561) 852-3400
Facsimile: (561) 750-7244
E-Mail: sales@wcs-online.com

All inquiries regarding complaints should be addressed to:

Stephen J. Cohen, Operations Manager
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433
Telephone: (561) 852-3400; (888) 280-4927 (toll-free)
Facsimile: (561) 750-7244
E-Mail: scohen@wcs-online.com

The Applicant's customers will be direct billed utilizing "real-time" completed call detail information from Applicant's

underlying carriers. Applicant's toll-free number will be on all invoices and prepaid calling cards and customer service will be provided in-house by the Applicant.

10. Regulatory Status:

Applicant is currently in the process of obtaining all required authorizations from the state regulatory agencies. Applicant is currently authorized to provide service in California, Florida, Georgia, Iowas, Michigan, Montana, North Carolina, New Jersey, New York, South Carolina, Texas, Utah and Virginia.

The Applicant is in good standing with the appropriate regulatory agency in the states where it is registered or certified. The Applicant has never been denied registration or certification nor withdrawn its request for registration or certification in any state.

11. Description of Marketing

Applicant intends to market its services to primarily to residential customers and to small to mid-sized businesses. All sales personnel will have telecommunications service experience.

Applicant will market through direct sales by employees and agents. Applicant does not intend to engage in multilevel marketing at this time. Applicant's marketing materials are currently being developed and are not available at this time.

12. Cost Support:

Applicant intends to provide services at a price above its cost.

13. Federal Tax Identification Number:

65-0667666

14. The Number and Nature of Complaints filed against the Applicant with any state or federal regulatory commission regarding the unauthorized switching of a customer's telecommunications provider and the act of charging customers for services that have not been ordered:

None

15. Tariff

Copies of Applicant's proposed tariffs are attached hereto as Exhibit E.

16. Operator Service Requirements

Pursuant to Article 20:10:24:05 of the Public Utilities Rules, Applicant will do the following:

A. Utilize auditable service quality standards, including call processing time requirements, which will be made available to the commission upon request;

B. Post on or in close proximity to the telephone in plain view of anyone using the telephone a notice in bold type which reads as follows:

SERVICES FROM THIS TELEPHONE MAY BE AT RATES DIFFERENT FROM YOUR LONG DISTANCE COMPANY. BEFORE PLACING YOUR CALL YOU HAVE THE RIGHT TO REQUEST INFORMATION REGARDING CHARGES FROM THE OPERATOR. INSTRUCTIONS FOR REACHING THE TELECOMMUNICATIONS COMPANY OF YOUR CHOICE ARE AVAILABLE FROM THAT COMPANY.

The notice will also include the name and address of the AOS company and a customer service number for receipt of further service and billing information;

C. Require operators to clearly identify the AOS;

D. Prohibit call blocking and explain the steps the company will take to ensure call blocking does not occur by its contracting entities. All AOS contracts with contracting entities must prohibit call blocking by the contracting entity. AOS companies may not knowingly pay commissions to any contracting entity which violates the blocking provisions of its contract with the AOS company;

E. Immediately transfer emergency calls, 911 calls, or, if 911 service is unavailable in the calling area, local operator calls, to the local exchange company or to the applicable local emergency agency;

F. For billing purposes, itemize, identify, and rate calls from the point of origination to the point of termination. No call may be transferred by an operator service provider to another carrier which cannot or will not complete the call unless the call can be billed in accordance with this subdivision;

G. Not charge for uncompleted calls;

H. Bill for its services only and at the rates contained in its filed tariffs;

I. Disclose its name, address, and phone number on any bill which includes charges for services it has provided;

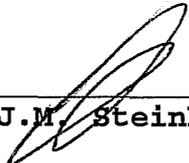
J. Explain in detail how customers subscribing to the operator services are compensated; and

K. Certifies that the company is complying with all federal requirements established under the Telephone Operator Consumer Services Improvement Act of 1990, 47 U.S.C. § 226 (October 27, 1992).

WHEREFORE, the undersigned Applicant requests that the South Dakota Public Utilities Commission enter an order granting this application.

DATED this 10 day of June, 2002.

Wholesale Carrier Services, Inc.

By: 
Lance J.M. Steinhart, Its Counsel

1720 Windward Concourse
Suite 250
Alpharetta, Georgia 30005
(770) 232-9200

State of Florida

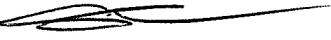
County of Palm Beach

Chris S. Barton, being first duly sworn, deposes and says that he/she is the President of Wholesale Carrier Services, Inc., the Applicant in the proceeding entitled above, that he/she has read the foregoing application and knows the contents thereof; that the same are true of his/her knowledge, except as to matters which are therein stated on information or belief, and to those matters he/she believes them to be true.



Chris S. Barton
President

Subscribed and sworn to before this 16th day of MAY, 2002.



Notary Public

My Commission expires: 9/15/05



Stephen J. Cohen
Commission # DD 051303
Expires Sep. 15, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

LIST OF EXHIBITS

- A - ARTICLES OF INCORPORATION
- B - CERTIFICATE OF AUTHORITY
- C - MARKETING MATERIAL
- D - FINANCIAL INFORMATION
- E - PROPOSED TARIFFS

EXHIBIT A - ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION
OF
WHOLESALE CARRIER SERVICES, INC.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
96 MAY 20 PM 3:27

The undersigned subscriber to these Articles of Incorporation is a natural person competent to contract and hereby form a Corporation for profit under Chapter 607 of the Florida Statutes.

ARTICLE 1 - NAME

The name of the Corporation is **WHOLESALE CARRIER SERVICES, INC.**, (hereinafter, "Corporation").

ARTICLE 2 - PURPOSE OF CORPORATION

The Corporation shall engage in any activity or business permitted under the laws of the United States and of the State of Florida.

ARTICLE 3 - PRINCIPAL OFFICE

The address of the principal office of this Corporation is 7040 West Palmetto Park Road, Suite 243, Boca Raton, Florida 33433 and the mailing address is the same.

ARTICLE 4 - INCORPORATOR

The name and street address of the incorporator of this Corporation is:

Elsie Sanchez
343 Almeria Avenue
Coral Gables, Florida 33134

ARTICLE 5 - OFFICERS

The officers of the Corporation shall be:

President:	Chris S. Barton
Secretary:	Chris S. Barton
Treasurer:	Chris S. Barton

whose addresses shall be the same as the principal office of the Corporation.

ARTICLE 6 - DIRECTOR(S)

The Director(s) of the Corporation shall be:

Chris S. Barton

whose addresses shall be the same as the principal office of the Corporation.

ARTICLE 7 - CORPORATE CAPITALIZATION

7.1 The maximum number of shares that this Corporation is authorized to have outstanding at any time is **SEVEN THOUSAND FIVE HUNDRED (7,500)** shares of common stock, each share having the par value of **ONE DOLLAR (\$1.00)**.

7.2 No holder of shares of stock of any class shall have any preemptive right to subscribe to or purchase any additional shares of any class, or any bonds or convertible securities of any nature; provided, however, that the Board of Director(s) may, in authorizing the issuance of shares of stock of any class, confer any preemptive right that the Board of Director(s) may deem advisable in connection with such issuance.

7.3 The Board of Director(s) of the Corporation may authorize the issuance from time to time of shares of its stock of any class, whether now or hereafter authorized, or securities convertible into shares of its stock of any class, whether now or hereafter authorized, for such consideration as the Board of Director(s) may deem advisable, subject to such restrictions or limitations, if any, as may be set forth in the bylaws of the Corporation.

7.4 The Board of Director(s) of the Corporation may, by Restated Articles of Incorporation, classify or reclassify any unissued stock from time to time by setting or changing the preferences, conversions or other rights, voting powers, restrictions, limitations as to dividends, qualifications, or term or conditions of redemption of the stock.

ARTICLE 8 - SUB-CHAPTER S CORPORATION

The Corporation may elect to be an S Corporation, as provided in Sub-Chapter S of the Internal Revenue Code of 1986, as amended.

8.1 The shareholders of this Corporation may elect and, if elected, shall continue such election to be an S Corporation as provided in Sub-Chapter S of the Internal Revenue Code of 1986, as amended, unless the shareholders of the Corporation unanimously agree otherwise in writing.

8.2 After this Corporation has elected to be an S Corporation, none of the shareholders of this Corporation, without the written consent of all the shareholders of this Corporation shall take any action, or make any transfer or other disposition of the shareholders' shares of stock in the Corporation, which will result in the termination or revocation of such election to be an S Corporation, as provided in Subchapter S of the Internal Revenue Code of 1986, as amended.

8.3 Once the Corporation has elected to be an S Corporation, each share of stock issued by this Corporation shall contain the following legend:

"The shares of stock represented by this certificate cannot be transferred if such transfer would void the election of the Corporation to be taxed under Sub-Chapter S of the Internal Revenue Code of 1986, as amended."

ARTICLE 9 - SHAREHOLDERS' RESTRICTIVE AGREEMENT

All of the shares of stock of this Corporation may be subject to a Shareholders' Restrictive Agreement containing numerous restrictions on the rights of shareholders of the Corporation and transferability of the shares of stock of the Corporation. A copy of the Shareholders' Restrictive Agreement, if any, is on file at the principal office of the Corporation.

ARTICLE 10 - POWERS OF CORPORATION

The Corporation shall have the same powers as an individual to do all things necessary or convenient to carry out its business and affairs, subject to any limitations or restrictions imposed by applicable law or these Articles of Incorporation.

ARTICLE 11 - TERM OF EXISTENCE

This Corporation shall have perpetual existence.

ARTICLE 12 - REGISTERED OWNER(S)

The Corporation, to the extent permitted by law, shall be entitled to treat the person in whose name any share or right is registered on the books of the Corporation as the owner thereto, for all purposes, and except as may be agreed in writing by the Corporation, the Corporation shall not be bound to recognize any equitable or other claim to, or interest in, such share or right on the part of any other person, whether or not the Corporation shall have notice thereof.

ARTICLE 13 - REGISTERED OFFICE AND REGISTERED AGENT

The initial address of registered office of this Corporation is AmeriLawyer® Chartered, located at 343 Almeria Avenue, Coral Gables, Florida 33134. The name and address of the registered agent of this Corporation is AmeriLawyer® Chartered, 343 Almeria Avenue, Coral Gables, Florida 33134.

ARTICLE 14 - BYLAWS

The Board of Director(s) of the Corporation shall have power, without the assent or vote of the shareholders, to make, alter, amend or repeal the Bylaws of the Corporation, but the affirmative vote of a number of Directors equal to a majority of the number who would constitute a full Board of Director(s) at the time of such action shall be necessary to take any action for the making, alteration, amendment or repeal of the Bylaws.

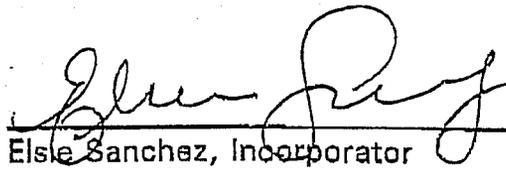
ARTICLE 15 - EFFECTIVE DATE

These Articles of Incorporation shall be effective immediately upon approval of the Secretary of State, State of Florida.

ARTICLE 16 - AMENDMENT

The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation, or in any amendment hereto, or to add any provision to these Articles of Incorporation or to any amendment hereto, in any manner now or hereafter prescribed or permitted by the provisions of any applicable statute of the State of Florida, and all rights conferred upon shareholders in these Articles of Incorporation or any amendment hereto are granted subject to this reservation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, acknowledged and filed the foregoing Articles of Incorporation under the laws of the State of Florida, this MAY 16 1996:


Elsie Sanchez, Incorporator

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
96 MAY 20 PM 3:27

**ACCEPTANCE OF REGISTERED AGENT DESIGNATED
IN ARTICLES OF INCORPORATION**

AmeriLawyer® Chartered, having a business office identical with the registered office of the Corporation name above, and having been designated as the Registered Agent in the above and foregoing Articles of Incorporation, is familiar with and accepts the obligations of the position of Registered Agent under the applicable provisions of the Florida Statutes.

AmeriLawyer® Chartered

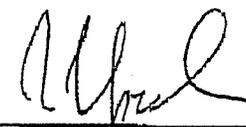
By: 
Lawrence J. Spiegel, President

EXHIBIT B - CERTIFICATE OF AUTHORITY

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

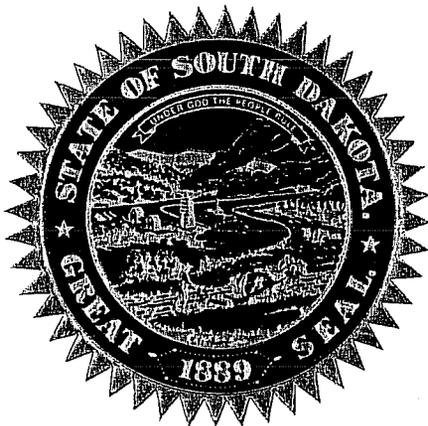
Certificate of Authority

ORGANIZATIONAL ID #: FB026315

I, **JOYCE HAZELTINE**, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of **WHOLESALE CARRIER SERVICES, INC. (FL)** to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Corporation Acts, have been received in this office and are found to conform to law.

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this June 4, 2002.



Joyce Hazeltine
Secretary of State

EXHIBIT C - MARKETING MATERIAL
Not Available

EXHIBIT D - FINANCIAL INFORMATION

EXHIBIT E - PROPOSED TARIFFS

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of South Dakota. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers. The Company may examine the credit profile/record of any applicant prior to accepting the service order. The service application shall not in itself obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

ISSUED: , 2002 EFFECTIVE: , 2002
ISSUED BY: Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

TELECOMMUNICATIONS SERVICES TARIFF

2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5 Cancellation or Interruption of Services

2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:

2.5.1.A For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due, unless the charge is in dispute;

2.5.1.B For violation of any of the provisions of this tariff,

2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company's services, or

2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

ISSUED: , 2002

EFFECTIVE: , 2002

ISSUED BY: Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

TELECOMMUNICATIONS SERVICES TARIFF

- 2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4 The Customer may terminate service upon thirty (30) days written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

ISSUED: , 2002

ISSUED BY:

Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

EFFECTIVE: , 2002

TELECOMMUNICATIONS SERVICES TARIFF

2.6 Credit Allowance

2.6.1 Credit may be given for disputed calls, on a per call basis.

ISSUED: , 2002 EFFECTIVE: , 2002
ISSUED BY: Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

TELECOMMUNICATIONS SERVICES TARIFF

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Deposit

The Company does not require deposits.

2.9 Advance Payments

The Company does not require advance payments.

ISSUED:	, 2002	EFFECTIVE:	, 2002
ISSUED BY:	Chris S. Barton, President 7200 W. Camino Real, Suite 303 Boca Raton, Florida 33433		

TELECOMMUNICATIONS SERVICES TARIFF**2.10 Payment and Billing**

- 2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. A late fee will be assessed on unpaid amounts 30 days after rendition of bills.
- 2.10.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.10.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within the applicable contract law statute of limitations. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such applicable contract law statute of limitations.

ISSUED: , 2002**EFFECTIVE:** , 2002**ISSUED BY:** Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

TELECOMMUNICATIONS SERVICES TARIFF**2.11 Collection Costs**

In the event Company is required to initiate legal proceedings to collect any amounts due to Company, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by a court of competent jurisdiction or by the Commission.

2.12 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

2.13 Late Charge

A late fee of 1.5% per month or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

2.14 Returned Check Charge

A fee of \$20.00 will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

2.15 Reconnection Charge

A reconnection fee of \$25.00 per occurrence will be charged when service is reestablished for Customers which have been disconnected due to non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

ISSUED: , 2002

EFFECTIVE: , 2002

ISSUED BY: Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

TELECOMMUNICATIONS SERVICES TARIFFSECTION 3 - DESCRIPTION OF SERVICE**3.1 Computation of Charges**

- 3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. All calls are rounded up to the next whole increment.
- 3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.

ISSUED: , 2002**EFFECTIVE:** , 2002**ISSUED BY:**Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

TELECOMMUNICATIONS SERVICES TARIFF

3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433
(888) 280-4927

An objection to billed charges should be reported to the Company within 180 days from receipt of an invoice. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

TELECOMMUNICATIONS SERVICES TARIFF

The Company will respond within seventy two (72) hours of receipt of an inquiry. If the Customer is dissatisfied with the Company's response to a complaint or inquiry, the Customer may file a complaint with the Commission for resolution of the conflict. The South Dakota Public Utilities Commission can be reached at:

500 East Capitol
 Pierre, SD 57501-5070
 (605) 773-3201
 (800) 332-1782
 TTY through Relay Service South Dakota-
 (800) 877-1113

If a Customer accumulates more than One Dollar of undisputed delinquent Company 800 Service charges, the Company Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Billing Entity Conditions

When billing functions on behalf of the Company or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company's name and toll-free telephone number will appear on the Customer's bill.

ISSUED: , 2002

EFFECTIVE: , 2002

ISSUED BY:

Chris S. Barton, President
 7200 W. Camino Real, Suite 303
 Boca Raton, Florida 33433

TELECOMMUNICATIONS SERVICES TARIFF**3.5 Service Offerings**

3.5.1 1+ Dialing

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The customer dials "1+" followed by "ten digits" or dials "101XXXX" followed by "1+ ten digits".

3.5.2 Travel Cards

The Customer utilizes an 11 digit "toll-free" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

3.5.3 Toll-Free Service

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

ISSUED: , 2002

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TELECOMMUNICATIONS SERVICES TARIFF

3.5.4 Reserved for Future Use.

ISSUED: , 2002 EFFECTIVE: , 2002
ISSUED BY: Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

WHOLESALE CARRIER SERVICES, INC.

ORIGINAL SHEET 26

SOUTH DAKOTA PUC TARIFF NO. 1

TELECOMMUNICATIONS SERVICES TARIFF

Reserved for Future Use.

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TELECOMMUNICATIONS SERVICES TARIFF

3.5.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

ISSUED: , 2002

EFFECTIVE: , 2002

ISSUED BY:

Chris S. Barton, President
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TELECOMMUNICATIONS SERVICES TARIFF

3.5.6 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be filed with the Commission. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. The Company will notify the Commission of such arrangements as required by Commission rules and regulations.

3.5.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

ISSUED: , 2002

EFFECTIVE: , 2002

ISSUED BY:

Chris S. Barton, President
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Boca Raton, Florida 33433

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RATES

4.1 1+ Dialing

\$0.15 per minute

A \$4.95 per month service charge applies.
Billed in one minute increments.

4.2 Travel Cards

\$.199 per minute

A \$.25 per call service charge applies.
Billed in one minute increments.

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7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

TELECOMMUNICATIONS SERVICES TARIFF

4.3 Toll Free

\$0.15 per minute

A \$10 per month per number service charge applies.
Billed in one minute increments.

4.4 Reserved for Future Use.

ISSUED: , 2002

EFFECTIVE: , 2002

ISSUED BY:

Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

TELECOMMUNICATIONS SERVICES TARIFF

4.5 Directory Assistance

\$.95

4.6 Returned Check Charge

\$20.00

ISSUED: , 2002

EFFECTIVE: , 2002

ISSUED BY: Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

TELECOMMUNICATIONS SERVICES TARIFF

4.7 Rate Periods

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period		
5 p.m. to 11 p.m.*	Evening Rate Period		Evening Rate Period
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

* To, but not including
When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

4.8 Payphone Dial Around Surcharge

A dial around surcharge of \$.50 per call will be added to any completed INTRASTATE toll access code and subscriber toll-free 800/888 type calls placed from a public or semi-public payphone.

4.9 Universal Service Fund Assessment & Presubscribed Interexchange Carrier Charge

The Customer will be assessed a monthly Universal Service Fund Contribution charge on all telecommunications services, which in no event shall be less than the prevailing contribution percentage rate charged the Company on intrastate traffic by any state agency or its administrator. A Presubscribed Interexchange Carrier Charge ("PICC") applies on a monthly basis to all Customer monthly bills at the prevailing rate.

ISSUED: , 2002

EFFECTIVE: , 2002

ISSUED BY: Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

TARIFF APPLICABLE TO
MESSAGE TELECOMMUNICATIONS & ALTERNATE OPERATOR SERVICES
WITHIN THE STATE OF SOUTH DAKOTA
PROVIDED BY
Wholesale Carrier Services, Inc.

Issued:

Effective:

Issued by: Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

TITLE SHEET

SOUTH DAKOTA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Wholesale Carrier Services, Inc. ("WCS"), with principal offices at 7200 W. Camino Real, Suite 303, Boca Raton, Florida 33433. This tariff applies for services furnished within the State of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

Issued:

Effective:

Issued by: Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS

1. Concurring Carriers - None
2. Connecting Carriers - None
3. Other Participating Carriers - None

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CHECK SHEET

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

<u>SHEET</u>	<u>REVISION</u>
1.....	Original
2.....	Original
3.....	Original
4.....	Original
5.....	Original
6.....	Original
7.....	Original
8.....	Original
9.....	Original
10.....	Original
11.....	Original
12.....	Original
13.....	Original
14.....	Original
15.....	Original
16.....	Original
17.....	Original
18.....	Original
19.....	Original
20.....	Original
21.....	Original

* - New or Revised Sheet

Issued:

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Boca Raton, Florida 33433

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D - Delete or Discontinue
- I - Change Resulting In An
Increase to A Customer's Bill
- M - Moved from Another Tariff Location
- N - New
- R - Change Resulting In A
Reduction to A Customer's Bill
- T - Change in Text or Regulation
But No Change In Rate or Charge

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TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

Issued:

Effective:

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Auto-Collect Call - A billing arrangement by which the charges for a call may be billed to the called party without the intervention of a live operator, provided the called party agrees to accept the charges. The Called Party is responsible for charges associated with the call.

Automated Person-to-Person Collect Call - A service in which the caller may designate a specific individual, station number or extension with whom he or she wishes to speak. Call charges do not begin until the caller acknowledges the called party or an agreed upon alternate. The Called Party is responsible for charges associated with the call.

Called Party - The person, individual, corporation or other entity whose telephone number is called. The Called Party is responsible for payment of the charges for use of WCS's automated collect service.

Commission - South Dakota Public Utilities Commission.

Company or Carrier - Wholesale Carrier Services, Inc. unless otherwise clearly indicated by the context.

Consumer or Customer - A person, firm, partnership, corporation or other entity which arranges for the Company to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Company's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this price list.

Issued:

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CON'T.

WCS - Used throughout this tariff to refer to Wholesale Carrier Services, Inc.

LEC - Local Exchange Company.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purposed of rating calls.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

WCS's services and facilities are furnished for communications originating at specified points within the state of South Dakota under terms of this tariff.

WCS installs, operates, and maintains the communications services provided herein under in accordance with the terms and conditions set forth under this tariff.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

- 2.2.1 Service is limited to "0+" collect calling for local, intraLATA and interLATA calls.
- 2.2.2 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.3 WCS reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when service is used in violation of provisions of this tariff, or in violation of the law.

Issued:

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SECTION 2 - RULES AND REGULATIONS, CON'T.

2.2 Limitations, con't.

2.2.4 The company does not undertake to transmit messages, but offers the use of facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.4 [reserved for future use]

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Boca Raton, Florida 33433

SECTION 2 - RULES AND REGULATIONS, CON'T.

2.5 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.6 Installation and Termination

Service is installed upon mutual agreement between the Payphone Facility and the Company. The service agreement does not alter rates specified in this tariff.

2.7 Billing and Payment For Service

A. Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an end user of the Customer by WCS. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments (such as a local exchange company).

B. Disputed Charges

Charges billed directly by the Company are due upon receipt. Amounts not paid within 10 days of the invoice will be considered past due. For charges billed directly by the Company, notice from the Customer of a dispute as to charges must be received in writing by the Company within one hundred eighty (180) days after the date of the invoice. Otherwise, all charges will be considered correct and binding.

For charges billed through the Customer's local exchange carrier, notice from the Customer of disputed charges must be received in writing by the Company within one hundred eighty (180) days after the date of the bill is issued. Otherwise, all charges will be considered correct and binding on the Customer.

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Boca Raton, Florida 33433

SECTION 2 - RULES AND REGULATIONS, CON'T.

2.7 Billing and Payment For Service, Con't.

B. Disputed Charges, con't.

The Company will promptly investigate and advise all billed parties as to its findings concerning disputed charges. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. Customers may contact the South Dakota Public Utilities Commission in the event of an unresolved dispute at 500 East Capitol, Pierre, SD 57501-5070, (605) 773-3201, (800) 332-1782, TTY through Relay Service South Dakota (800) 877-1113.

C. Return Check Charge

A return check charge of \$20.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to South Dakota law.

Issued:

Effective:

Issued by: Chris S. Barton, President
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Boca Raton, Florida 33433

SECTION 2 - RULES AND REGULATIONS, CON'T.

2.8 Credit Allowance for Interruption of Service

Credit allowances for interruptions of service are limited to the initial minimum call charge for re-establishing the interrupted call.

2.9 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

2.10 Positive Acceptance of Calls

No charges shall be incurred by the Called Party unless the Called Party clearly and affirmatively indicates a willingness to accept and pay for the call.

2.11 Prohibition of Call Blocking

All AOS contracts with contracting entities will prohibit call blocking by the contracting entity. AOS companies may not knowingly pay commissions to any contracting entity which violates the blocking provisions of its contract with WCS.

Issued:

Effective:

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7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

SECTION 3 - DESCRIPTION OF SERVICE

3.1 General

Service is offered to customers of alternate operator services.

3.2 Timing of Calls

3.2.1 Long distance usage charges are based on usage of WCS's network. The Company will determine that a call has been established through industry standard answer detection methods, including hardware answer detection.

3.2.2 Chargeable time for a call ends upon disconnection by either party.

3.2.3 The minimum call duration for billing purposes is one minute.

3.2.4 After the minimum call duration, calls are rounded up to the next higher full minute for billing purposes.

3.2.5 No charges apply for incomplete calls.

Issued:

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Boca Raton, Florida 33433

SECTION 3 - DESCRIPTION OF SERVICE, CON'T.

3.3 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between the rate centers associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the rate centers, as defined by AT&T in its Tariff No. 10 as filed with the FCC in the following manner:

Step 1 - Obtain the "V" and "H" coordinates for the originating and terminating points of the call.

Step 2 - Obtain the difference between the "V" coordinates. Obtain the Difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the V&H mileage between the originating and terminating points of the call.

Formula:

$$\sqrt{\frac{(V_1V_2)^2 + (H_1H_1)^2}{10}}$$

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SECTION 3 - DESCRIPTION OF SERVICE, CON'T.

3.4 WCS's Automated Collect Operator Service

WCS provides Automated Operator Service. Calls are billed to the Called Party. The Called Party must actively accept charges for the call. A per-call service charge applies to each call, the rate for which varies depending upon the class of the call.

Classes of Calls

Automated Collect Station Calls: are calls which are placed by a customer who dials all of the digits required to route the call and who follows the WCS system prompts, enabling the Called Party to accept the charges for the call. If the Called Party does not accept the call, the call is terminated and no billing applies.

Automated Collect Person-to-Person Calls: are calls which are placed by a customer who dials all of the digits required to route the call and who follows the WCS system prompts to place the call on a person-to-person basis (i.e. specify the person to which the call is being placed). The Called Party must accept responsibility for the charges. If the Called Party does not accept the call, the call is terminated and no billing applies.

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Boca Raton, Florida 33433

SECTION 4 - RATES

4.1 General

Each call is billed individually to the party responsible for the charges. Charges are computed on an airline mileage basis as described in Section 3.3 of this tariff. The Called Party is billed based on their use of WCS's long distance service.

The charges for WCS services are determined by the:

- distance between stations
- duration of the call
- class of call
- jurisdictional nature of the call (intra v. interLATA)

4.2 Automated Operator Service Charges

All automated operator assisted calls are subject to operator service charges. These charges apply on a per call basis and will be added to the usage charges on the bill for service.

Issued:

Effective:

Issued by: Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

SECTION 4 - RATES, CON'T.

4.3 Schedule 1
WCS Automated Operator IntraLATA Service

4.3.1 Automated Operator Service Usage Rates

MILES	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute
ALL	\$0.29	\$0.29	\$0.27	\$0.27	\$0.27	\$0.27

	Per Call Charges

Per Call Service Charge	\$2.25
Pay Phone Charge	\$0.26
Local Charge	\$2.45

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7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

SECTION 4 - RATES, CON'T.

4.3 Schedule 1, continued

WCS Automated Operator IntraLATA Service, continued

4.4 Rate Periods: Time-of-Day and Holiday Periods
The following time of day periods apply to all
rate schedules.

Day: Monday through Friday, 8AM to 4:59 PM

Evening: Sunday through Friday, 5PM to 10:59PM;

Night: 11PM to 7:59 AM every day
All day Saturday
Sunday 8AM to 4:59PM

Holiday: For recognized holidays, the evening rate
applies unless a lower rate would normally
apply. The following are Company recognized
holidays.

New Year's Day	(January 1)
Martin Luther King Day	(as Federally Observed)
Thanksgiving Day	(as Federally Observed)
Christmas Day	(December 25)

Issued:

Effective:

Issued by: Chris S. Barton, President
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CONFIDENTIAL

A handwritten mark consisting of a vertical line with a small hook at the top, and a horizontal line extending to the right from the bottom of the vertical line, ending in a slight curve.



WHOLESALE CARRIER SERVICES, INC.

7200 W. CAMINO REAL STE 303
BOCA RATON, FL 33433
PHONE: (888) 280-4927
WWW.WCS-ONLINE.COM

CITIBANK, FEDERAL SAVINGS BANK
BOCA RATON, FL 33432
63-8655/2660

1982

5/17/2002

PAY TO THE ORDER OF South Dakota Public Utilities Commission

\$ **250.00

Two Hundred Fifty and 00/100***** DOLLARS

South Dakota Public Utilities Commission

CHRIS S. BARTON - PRESIDENT/CEO

MEMO LD Filing fees for Public Service Commission

⑈001982⑈ ⑆266086554⑆

3200362981⑈

WHOLESALE CARRIER SERVICES

South Dakota Public Utilities Commission
Professional Fees:Regulatory

5/17/2002

1982

250.00

TC02-059

CITIBANK FSB

LD Filing fees for Public Service Commission

250.00

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of June 13, 2002 through June 19, 2002

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

CONSUMER COMPLAINTS

CT02-019 In the Matter of the Complaint filed by Eileen Nelson, Sioux Falls, South Dakota, against McLeodUSA Telecommunications Services, Inc. Regarding a Billing Dispute.

Complainant states that she signed up for McLeod service but the service was not connected in a timely manner and she was billed for monthly service when McLeod was not her provider. McLeod informed her that she would be receiving a \$20.00 check for the connection fee. Complainant never received the check. Complainant also states that her long distance rates are incorrect. Complainant feels McLeod owes her compensation for all the stress she has had to endure over this situation and that she has not been compensated for the billing mistakes.

Staff Analyst: Mary Healy
Staff Attorney: Kelly Frazier
Date Docketed: 06/14/02
Intervention Deadline: N/A

CT02-020 In the Matter of the Complaint filed by Bruce Olson, Rapid City, South Dakota, against AT&T Communications of the Midwest, Inc. Regarding Unauthorized Billing for Services.

Complainant states that he is being billed for collect calls that were not accepted in his home. Complainant requests that all charges be removed and that he receive a letter of apology from AT&T admitting to the billing error.

Staff Analyst: Mary Healy
Staff Attorney: Karen Cremer
Date Docketed: 06/14/02
Intervention Deadline: N/A

CT02-021 In the Matter of the Complaint filed by Christopher A. Cutler on behalf of Recreational Adventures Co., Hill City, South Dakota, against AT&T Communications of the Midwest, Inc. Regarding Failure to Provide Service.

Christopher Cutler states that in March 2002, Complainant entered into an agreement with AT&T to receive Fragmented T1 service. On more than one occasion, the AT&T representative assured the Complainant that AT&T could provide this service. Complainant has now been informed that AT&T can not provide the Fragmented T1 service. Complainant states that they have invested more than \$150,000.00 in their business to utilize the Fragmented T1 service. Complainant requests that AT&T provide the Fragmented T1 service that it stated it could provide. If the service cannot be provided, Complainant would be willing to negotiate a settlement with AT&T for the expenses the Complainant has incurred. Complainant feels that AT&T should put forth some form of effort to resolve this complaint.

Staff Analyst: Mary Healy
Staff Attorney: Karen Cremer
Date Docketed: 06/17/02
Intervention Deadline: N/A

CT02-022 In the Matter of the Complaint filed by Mark & Sue Cichos, Pierre, South Dakota, against UKI Communications, Inc. Regarding Unauthorized Switching of Services.

Complainant states that service was never authorized. Complainant feels that as a provider of service in South Dakota, UKI should be aware of the laws and rules regarding switching a consumer's telephone service. Complainant requests \$1,000.00 as allowed by SD Law 49-31-93.

Staff Analyst: Mary Healy
Staff Attorney: Karen Cremer
Date Docketed: 06/19/02
Intervention Deadline: N/A

TELECOMMUNICATIONS

TC01-163 In the Matter of the Application of BAK Communications, LLC for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

BAK Communications, LLC was issued a Certificate of Authority January 31, 2002, with restrictions from offering prepaid calling cards. BAK Communications, LLC is requesting that the restrictions be removed from its Certificate of Authority. The company has submitted a \$25,000 surety bond in lieu of the restrictions.

Staff Analyst: Michele Farris
Staff Attorney: Kelly Frazier
Date Filed: 06/14/02
Intervention Deadline: 07/05/02

TC02-059 In the Matter of the Application of Wholesale Carrier Services, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

Wholesale Carrier Services, Inc. has filed an application with the South Dakota Public Utilities Commission for a Certificate of Authority to provide interexchange service in South Dakota. The applicant intends to provide resold interexchange services, including 1+ and 101XXXX outbound dialing, 800/888 toll-free inbound dialing, directory assistance, data services, travel card service, and prepaid calling card service throughout South Dakota.

Staff Analyst: Michele Farris
Staff Attorney: Kelly Frazier
Date Docketed: 06/13/02
Intervention Deadline: 07/05/02

TC02-060 In the Matter of the Filing for Approval of an Agreement for Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services between Qwest Corporation and Level 3 Communications, LLC

On June 17, 2002, the Commission received for approval a filing of an Agreement for Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services between Qwest Corporation (Qwest) and Level 3 Communications, LLC (Level 3). According to the parties, the agreement is a negotiated agreement which sets forth the terms, conditions and prices under which Qwest will offer and provide to any requesting CLEC network interconnection, access to unbundled network elements, ancillary services and telecommunications services available for resale. The Agreement is limited to the geographical areas in which Qwest is the incumbent local exchange carrier within the State of South Dakota for purposes of providing local telecommunications services. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than July 8, 2002. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 06/17/02
Initial Comments Due: 07/08/02

TC02-061 In the Matter of the Filing for Approval of a Resale Agreement between Qwest Corporation and Houlton Enterprises, Inc. d/b/a Guaranteed Phone Service

On June 17, 2002, the Commission received a filing for approval of a Resale Agreement between Qwest Corporation (Qwest) and Houlton Enterprises, Inc. d/b/a Guaranteed Phone Service. According to the parties, the Agreement is a negotiate agreement which sets forth the terms, conditions and prices under which Qwest agrees to provide unbundled network element platform and/or services for resale to Guaranteed Phone Service for the sole purpose of providing telecommunications services. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than July 8, 2002. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 06/17/02
Initial Comments Due: 07/08/02

TC02-062 In the Matter of the Petition of Dakota Community Telephone, Inc. and McLeodUSA Telecom Development, Inc. for Approval of the Transfer of its Stock to PrairieWave Communications, Inc.

On June 17, 2002, Dakota Community Telephone, Inc. and McLeodUSA Telecom Development, Inc. (collectively, Petitioners), request Commission approval of a transaction whereby the stock of the Petitioners will be acquired by PrairieWave Communications, Inc. Contemporaneous with the closing of this transaction, Petitioners will file with the Secretary of State to change the names of Dakota Community Telephone, Inc. to PrairieWave Community Telephone, Inc. and McLeodUSA Telecom Development, Inc. to PrairieWave Telecommunications, Inc.

Staff Analyst: Harlan Best
Staff Attorney: Karen Cremer
Date Docketed: 06/17/02
Intervention Deadline: 07/05/02

TC02-063 In the Matter of the Filing by Essex Communications, Inc. d/b/a eLEC Communications for Approval of Relief of Certification Requirement to Post Surety Bond.

In an Order dated January 10, 2001, the Commission granted Essex Communications, Inc. d/b/a eLEC Communications (Essex) authority to provided interexchange and local exchange telecommunications services in South Dakota, subject to a continuous \$25,000 surety bond. On June 18, 2002, the Commission received a filing from Essex requesting relief from the Commission's bond requirement.

Staff Analyst: Keith Senger
Staff Attorney: Kelly Frazier
Date Docketed: 06/18/02
Intervention Deadline: 07/05/02

TC02-064 In the Matter of the Establishment of Switched Access Revenue Requirement for Sully Buttes Telephone Cooperative, Inc.

On June 18, 2002, Sully Buttes Telephone Cooperative, Inc., filed a switched access cost study developing a revenue requirement and minutes of use that are included in the revenue requirement and minutes of use used to determine the switched access rates for the Local Exchange Carrier Association.

Staff Analyst: Heather Forney
Staff Attorney: Karen Cremer
Date Docketed: 06/18/02
Intervention Deadline: 07/05/02

TC02-065 In the Matter of the Establishment of Switched Access Revenue Requirement for Splitrock Properties, Inc.

Splitrock Properties, Inc., Garretson, South Dakota, filed a switched access cost study developing a revenue requirement and minutes of use that are included in the revenue requirement and minutes of use used to determine the switched access rates for the Local Exchange Carrier Association.

Staff Analyst: Keith Senger
Staff Attorney: Karen Cremer
Date Docketed: 06/18/02
Intervention Deadline: 07/05/02

TC02-066 In the Matter of the Establishment of Switched Access Revenue Requirement for Splitrock Telecom Cooperative, Inc.

Splitrock Telecom Cooperative, Inc., Garretson, South Dakota, filed a switched access cost study developing a revenue requirement and minutes of use that are included in the revenue requirement and minutes of use used to determine the switched access rates for the Local Exchange Carrier Association.

Staff Analyst: Keith Senger
Staff Attorney: Karen Cremer
Date Docketed: 06/18/02
Intervention Deadline: 07/05/02

TC02-067 In the Matter of the Establishment of Switched Access Revenue Requirement for Midstate Communications, Inc.

On June 19, 2002, Midstate Communications, Inc., Kimball, South Dakota, filed a switched access cost study developing a revenue requirement and minutes of use that are included in the revenue requirement and minutes of use used to determine the switched access rates for the Local Exchange Carrier Association.

Staff Analyst: Harlan Best
Staff Attorney: Karen Cremer
Date Docketed: 06/19/02
Intervention Deadline: 07/05/02

TC02-068 In the Matter of the Establishment of Switched Access Revenue Requirement for McCook Cooperative Telephone Company.

On June 19, 2002, McCook Cooperative Telephone Company filed a switched access cost study developing a revenue requirement and minutes of use that are included in the revenue requirement and minutes of use used to determine the switched access rates for the Local Exchange Carrier Association.

Staff Analyst: Heather Forney
Staff Attorney: Karen Cremer
Date Docketed: 06/19/02
Intervention Deadline: 07/05/02

TC02-059 Wholesale Carrier Services, Inc.

1. On June 13th Wholesale Carrier Services, Inc. submitted an application for a certificate of authority in accordance with the administrative rules of SD.
2. Wholesale Carrier Services intends to provide resold interexchange services including, 1+ and 101XXXX outbound dialing, 800/888 toll-free unbound dialing, directory assistance, alternative operator service, data services, travel card services and prepaid calling card service throughout South Dakota.
3. They have provided all information requested by staff and made all staff recommended changes to the tariff.
4. Wholesale Carrier Services submitted a balance sheet and income statement, but indicated they do not prepare a cash flow statement. Therefore, they have requested a waiver from ARSD 20:10:24:02(8) which requires them to submit current balance sheet, income statement, and cash flow statements.
5. The application was submitted on June 13, 2002, therefore, the company is restricted from providing services in SD until August 12, 2002.
6. I recommend the Commission approve the request for a waiver of the financial information and also approve the certificate of authority for Wholesale Carrier Services, Inc. with an effective date of August 12, 2002.

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

IN THE MATTER OF THE APPLICATION OF)	ORDER GRANTING
WHOLESALE CARRIER SERVICES, INC. FOR)	CERTIFICATE OF
A CERTIFICATE OF AUTHORITY TO PROVIDE)	AUTHORITY
INTEREXCHANGE TELECOMMUNICATIONS)	
SERVICES IN SOUTH DAKOTA)	TC02-059

On June 13, 2002, 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 Wholesale Carrier Services, Inc. (Wholesale).

Wholesale proposes to provide interexchange telecommunications services throughout South Dakota. A proposed tariff was filed by Wholesale. The Commission has classified long distance service as fully competitive.

On June 20, 2002, the Commission electronically transmitted notice of the filing and the intervention deadline of July 5, 2002, to interested individuals and entities. No petitions to intervene or comments were filed and at its July 23, 2002, meeting, the Commission considered Wholesale's request for a certificate of authority. Commission Staff recommended granting a certificate of authority. Commission Staff further recommended a waiver of ARSD 20:10:24:02(8).

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3 and ARSD 20:10:24:02 and 20:10:24:03. The Commission finds that Wholesale has met the legal requirements established for the granting of a certificate of authority. Wholesale has, in accordance with SDCL 49-31-3, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota. Further, the Commission finds that there is good cause to waive ARSD 20:10:24:02:(8). The Commission approves Wholesale's application for a certificate of authority. As the Commission's final decision in this matter, it is therefore

ORDERED, that Wholesale's application for a certificate of authority to provide interexchange telecommunications services is hereby granted, effective August 12, 2002. It is

FURTHER ORDERED, that the Commission waives ARSD 20:10:24:02(8). It is

FURTHER ORDERED, that Wholesale shall file informational copies of tariff changes with the Commission as the changes occur.

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

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By: Melaine Kaeko

Date: 8/8/02

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Robert K. Sahr by
ROBERT K. SAHR, Commissioner sk

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

CERTIFICATE OF AUTHORITY

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

Authority was Granted effective August 12, 2002
Docket No. TC02-059

This is to certify that

WHOLESALE CARRIER SERVICES, INC.

is authorized to provide interexchange 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 7th day of August, 2002.

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**



James A. Burg

JAMES A. BURG, Chairman

Pam Nelson

PAM NELSON, Commissioner

Robert K. Sahr *by*

ROBERT K. SAHR, Commissioner *dk*