

DOCKET NO.

In the Matter of — IN THE MATTER OF THE
APPLICATION OF COLUMBIA
TELECOMMUNICATIONS, INC. D.B.A.
AXESSA FOR A CERTIFICATE OF
AUTHORITY TO PROVIDE
TELECOMMUNICATIONS SERVICES IN
SOUTH DAKOTA

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
4/30 99	Filed and Packaged;
5/6 99	Trakly Filing;
6/1 99	Revised Tariff;
6/21 99	Revised Tariff Page;
7/13 99	Certificate of Authority from the Sec. of State;
7/16 99	Order Granting COA;
7/16 99	Packet Closed.

TC99-052

COMPETITIVE COMMUNICATIONS GROUP

April 9, 1999

RECEIVED

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

APR 30 1999

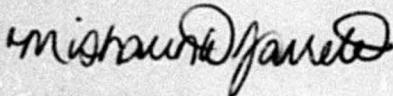
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Re: Application for Authority to Provide Interexchange Telecommunications Services
for Columbia Telecommunications, Inc. d.b.a. aXessa

Enclosed for filing on behalf of Columbia Telecommunications, Inc. d.b.a. aXessa, are an
original and ten (10) copies of the above referenced application along with the requisite
filing fee of \$250.00.

Please date stamp the extra copy of this letter and return it in the envelope provided.
Should you have any questions concerning this filing, please contact MiShaunti Jarrett at
301-699-5300.

Respectfully submitted,



MiShaunti Jarrett
Regulatory Specialist

2. Correspondence or communications pertaining to this application should be directed to:

Doug Dawson
MiShaunti Jarrett
Competitive Communications Group
6811 Kenilworth Ave., Suite 302
Riverdale, MD 20737
(301) 699-5300 Phone
(301) 699-5080 Fax

3. Question concerning the ongoing operations of aXessa following certification should be directed to:

Tom Nolan
11823 Market Place Avenue
Baton Rouge, LA 70896
Phone: 504-927-6815
Fax: 504-927-6818

The following toll free number is available for customer service inquiries:

1-800-877-9666

4. aXessa's registered agent in South Dakota is:

CT Corporation System
319 S. Coteau Street
Pierre, South Dakota 57501

5. aXessa is legally authorized to do business in the State of South Dakota, as evidenced by its Certificate of Authority from the Secretary of State attached hereto as Exhibit 2. As detailed in this application, aXessa seeks authority to provide resold interexchange telecommunications services in the state of South Dakota. Service will be provided throughout the state, as authorized by the Commission.
6. aXessa is financially qualified to render its proposed telecommunications services in South Dakota. At this time, aXessa provides pro-forma financial statements, compiled in accordance with Generally Accepted Accounting Principles. Attached as Exhibit 3.
7. aXessa intends to offer interexchange services, including both inbound and outbound intraLata toll services. This will be accomplished through resale only.

8. aXessa has no current operations in the state of South Dakota. aXessa is in the process obtaining intrastate interexchange authority, where required, throughout the contiguous United States. aXessa has not been denied certification in any state.
9. aXessa does not plan to own, control, operate or manage any conduits, poles, wires, cables, instruments and appliances in South Dakota in connection with or to facilitate communication by telephone. Long distance traffic will be routed entirely over the networks of its underlying carriers. Consequently, the quality of service that aXessa's customers receive will be at least equivalent to that provided by aXessa's underlying carriers.
10. Applicant is technically and managerially qualified to render the proposed telecommunications services. A brief description of the experience of aXessa's staff is attached as Exhibit 4.
11. Applicant's proposed initial tariff for the Commission's review containing applicable terms and conditions of service is attached hereto as Exhibit 5.
12. aXessa's billing system will be capable of identifying and billing intrastate versus interstate traffic, in accordance with Multiple Exchange Carrier Access Billing ("MECAB") Guidelines as developed by the billing committee of the Ordering and Billing Forum ("OBF").

III. Public Interest Considerations

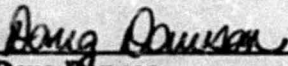
The introduction of competition into an industry previously monopolized results in a reduction of the prices consumers pay for goods and services. When competition is introduced into markets that are served by a single provider, the consumer benefits by way of efficient pricing, improved service quality and expanded product and service capabilities.

The telecommunications industry is growing and changing at an impressive pace. The entry of aXessa into the telecommunications market will enhance competition in the provision of telecommunications services within the State of South Dakota. aXessa will bring significant benefits to telecommunications users in the State of South Dakota. Accordingly, aXessa anticipates its proposed service will provide subscribers with better quality services and will increase consumer choice of innovative, diversified, and reliable service offerings.

WHEREFORE, Columbia Telecommunications, Inc.d.b.a aXessa requests that the South Dakota Public Service Commission grant it the requested authority to provide resold interexchange services throughout the State of South Dakota.

Respectfully submitted,

Columbia Telecommunications, Inc.
d.b.a. aXessa ("aXessa")



Doug Dawson
Consultant to Columbia Telecommunications, Inc.
d.b.a. aXessa

Exhibit 1

CERTIFICATE OF INCORPORATION

OF

HART COMMUNICATIONS CORPORATION

1. The name of the corporation is Hart Communications Corporation.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is the Corporation Trust Company.
3. The nature of the business or purposes to be conducted or promoted is:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
4. The total number of shares of stock which the corporation shall have authority to issue is thirty million (30,000,000) and the par value of each of such shares is \$0.01, amounting in the aggregate to THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) DOLLARS.
5. The name and mailing address of each incorporator is as follows:

NAME

MAILING ADDRESS

Robert Andrew Hart IV

4615 North Boulevard
P.O. Box 66436
Baton Rouge, LA 70896
(504) 927-6815 - telephone
(504) 927-6818 - fax

Charles James Rogers

8555 United Plaza Blvd.
Suite 303
Baton Rouge, LA 70809
(504) 929-8570 - telephone
(504) 929-8571 - fax

Thomas A. Nolan

8555 United Plaza Blvd.
Suite 303
Baton Rouge, LA 70809
(504) 929-8570 - telephone
(504) 929-8571 - fax

6. The corporation is to have perpetual existence.

7. In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized:

To make, alter or repeal the by-laws of the corporation.

To authorize and cause to be executed mortgages and liens upon the real and personal property of the corporation.

To set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve in the manner in which it was created.

By a majority of the whole board, to designate one or more committees, each committee to consist of one or more of the directors of the corporation. The board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. The by-laws may provide that in the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the board of directors, or in the by-laws of the corporation, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the Certificate of Incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the stockholders a dissolution of the corporation or a revocation of a dissolution, or amending the by-laws of the corporation; and, unless the resolution or by-law, expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock.

When and as authorized by the stockholders in accordance with law, to sell, lease or exchange all or substantially all of the property and assets of the corporation, including its good will and its corporate franchises, upon such terms and conditions and for such consideration, which may consist in whole or in part of money or property including shares of stock in, and/or other securities of, any other corporation or corporations, as its board of directors shall deem expedient and for the best interests of the corporation.

8. Elections of directors need not be by written ballot unless the by-laws of the corporation shall so provide.

Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation.

Whenever a corporation or arrangement is proposed between this corporation and its creditors or any class of them *and/or* between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, *and/or* of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, *and/or* of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any recognition of this corporation as consequences of such compromise or arrangement, the said compromise or arrangement and the said recognition shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, *and/or* on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on the corporation.

9. The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to the reservation.

10. Special meetings of the stockholders may be called by the Board of Directors, the Chairman of the Board, the President or holders of shares entitled to cast not less than 10% of the votes at the special meeting.

11. To the fullest extent permitted by the Delaware General Corporation Law to the same extent or as may hereafter be amended, a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of the fiduciary duty as a director.

8. Elections of directors need not be by written ballot unless the by-laws of the corporation shall so provide.

Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the corporation may be kept (subject to any provision contained in the certificate) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation.

Whenever a corporation or arrangement is proposed between this corporation and its creditors or any class of them *and/or* between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, *and/or* of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, *and/or* of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any recognition of this corporation as consequences of such compromise or arrangement, the said compromise or arrangement and the said recognition shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, *and/or* on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on the corporation.

9. The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to the reservation.

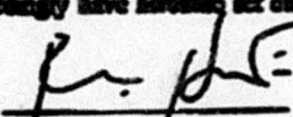
10. Special meetings of the stockholders may be called by the Board of Directors, the Chairman of the Board, the President or holders of shares entitled to cast not less than 10% of the votes at the special meeting.

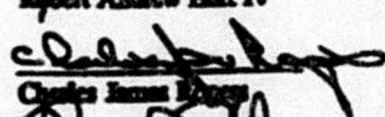
11. To the fullest extent permitted by the Delaware General Corporation Law to the same extent or as may hereafter be amended, a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of the fiduciary duty as a director.

To the fullest extent permitted by the Delaware General Corporation Law as the same exists or as may hereafter be amended, the corporation is authorized to provide indemnification of any person who is or was an officer, employee, trustee or agent of the corporation for monetary damages for breach of their duty to the corporation or its stockholders.

Neither any amendment nor repeal of this Article 11, nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article 11, shall eliminate or reduce the effect of this Article 11 in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article 11, would accrue or arise prior to such amendment, repeal or adoption of an inconsistent provision.

WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this Certificate, hereby declaring and certifying that this is our act and deed and the facts herein stated are true, and accordingly have hereunto set our hands this 6th day of August, 1996.


Robert Andrew Hart IV


Charles James Rogers


Thomas A. Nolan

Certificate of Incorporation
Elite Communications Corporation

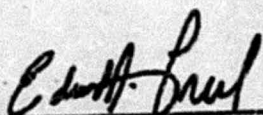
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State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "HART COMMUNICATIONS CORPORATION", CHANGING ITS NAME FROM "HART COMMUNICATIONS CORPORATION" TO "COLUMBIA TELECOMMUNICATIONS, INC.", FILED IN THIS OFFICE ON THE NINTH DAY OF JUNE, A.D. 1997, AT 3 O'CLOCK P.M.




Edward J. Freel, Secretary of State

AUTHENTICATION:

DATE:

2650833 8100

9113411

CERTIFICATE OF
AMENDMENT TO CERTIFICATE OF INCORPORATION
OF HART COMMUNICATIONS CORPORATION

BE IT KNOWN that Hart Communications Corporation amends its Certificate of Incorporation to provide as follows:

Article 1.

Article 1 is amended to state as follows:

"The name of the corporation is Columbia Telecommunications, Inc."

Article 4.

Article 4 is amended to state as follows:

"The total number of shares of stock which the corporation shall have authority to issue is thirteen million (13,000,000) and the par value of each of such shares is \$0.01 amounting in the aggregate to ONE HUNDRED THIRTY THOUSAND AND NO/100 (\$130,000.00) DOLLARS."

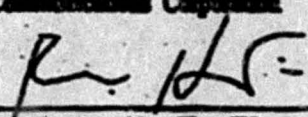
We acknowledge and certify that the foregoing amendments to the Certificate of Incorporation of Hart Communications Corporation was adopted at a special meeting of the Board of Directors of Hart Communications Corporation, duly called and noticed, held on the 15th day of May, 1997 at which time all directors voted in favor of the amendment.

Hart Communications, Inc. has not received any payment for any of its stock.

The foregoing amendment was adopted in compliance with the Delaware Corporation Law Annotated sections 103 and 241.

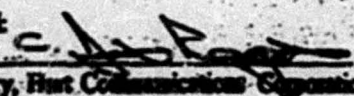
We certify that the foregoing are true and correct statements of fact and we are acting in our official capacity as President and Secretary of Hart Communications Corporation. In all other respects, the Certificate of Incorporation shall remain the same.

Hart Communications Corporation

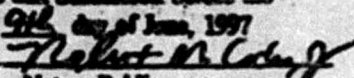
By: 

Robert Andrew Hart IV
President

Attest:


Secretary, Hart Communications Corporation

Sworn to and Subscribed before me
on the 9th day of June, 1997


Notary Public

My commission expires at death (seal)

Exhibit 2

Application for Certificate of Authority has been filed and therefore pending. We will submit this certificate as soon as it is received.

AXES9A
PROFORMA FINANCIAL STATEMENTS

Balance Sheet
Total Company

Years Ending 8/30

1998

1999

Assets			
1	Cash	1,331,127	642,434
2	Accounts Receivable	117,405	83,810
3	Vehicles	0	140,000
4	Other Work Equipment	0	101,000
5	Buildings	884,948	2,034,948
6	Furniture	0	216,859
7	Computers - PC	0	186,000
8	Central Office Switch	2,523,644	4,603,852
9	Fiber Electronics	0	445,434
10	T1 Terminations	0	3,715,682
11	Interconnect Equipment	0	60,000
12	Cable & Wire Loop	0	254,602
13	Fiber Network	0	0
14	Internet Equipment	0	300,000
15	Plant Under Construction	116,959	0
16	Storefront Equipment	0	0
17	Storefront Inventory	0	0
18	Lease Accumulated Depreciation	(7,997)	(689,970)
19	Storefront Accumulated Depreciation	0	0
20	Total Assets	4,956,286	12,114,651
Liabilities			
21	Long Term Debt	0	7,688,890
22	Accounts Payable	3,976,947	635,691
23	Total Liabilities	3,976,947	8,324,581
Owners' Equity			
24	Common Stock	4,980,876	9,980,876
25	Retained Earnings	(3,993,537)	(6,190,809)
26	Total Owners' Equity	887,339	3,780,070

AXESSA
PRO FORMA FINANCIAL STATEMENTS

Income Statement
Total Company
Years Ending 9/30

	1998	1999
Operating Revenues		
8 Local Service Revenue	0	798,421
9 Vertical Service Revenues	0	46,604
10 Non-Recurring Charge Revenue	0	166,657
11 Number Portability	0	1,924
12 Intrastate Access Revenue	0	722,696
13 Intrastate Access Revenue	0	697,011
14 Intrastate Toll Revenue	0	240,540
15 Intrastate Toll Revenue	0	232,455
16 Voice Mail	0	166,486
17 DS1 Data Revenue	0	321,021
18 Data Circuit Revenue	0	61,147
19 Wholesale Transport Revenue	0	0
20 ADSL Revenue	0	64,663
21 Inside Wire Maintenance	0	1,192
22 S97 Data Dip Revenue	0	3,446
23 Operator Revenue	0	48,785
24 Directory Assistance Revenue	0	27,954
25 Internet Revenue	0	32,844
26 Lan / Wan Revenue	0	38,167
27 CPE Leasing	0	802
28 CPE Sales	0	22,167
29 PBX Sales Revenue	0	6,690
30 Salesforce NEXTEL Agency	0	31,305
31 Directory Revenues	0	2,790
32 Storefronts	0	0
33 Universal Service Payments	0	0
34 Total Revenues	0	3,718,341
35 Less Bad Debt:	0	82,345
36 Net Revenues	0	3,626,996
Cost of Goods Sold		
37 Less COGs	0	441,616
38 Less Storefront COGs	0	0
39 Gross Margin	0	3,184,376

AXESSA
PROFORMA FINANCIAL STATEMENTS

Total Company
Years Ending 9/30

	1998	1999
Operating Expenses		
40 Vehicle Expense	72,803	58,200
41 Tools & Equipment	0	9,986
42 Building Maintenance	274,823	326,004
43 Computer - PC	0	23,000
44 Switching Equipment Expense	130,341	398,049
45 Fiber Terminal Equipment Expense	68,570	337,828
46 Network - Loop / Installers	0	171,839
47 Trunk Expense	0	102,816
48 Leased Network	0	63,335
49 Interconnection	0	0
50 Trouble Reporting / Dispatch	0	15,000
51 Engineering	826,000	39,663
52 Plant Supervision	0	56,554
53 Advertising & Marketing	53,723	257,474
54 Sales Expense	108,617	812,100
55 Customer Service	21,723	191,290
56 Billing	0	227,363
57 Executives	488,777	487,850
58 General Accounting	271,543	300,000
59 External Relations	0	36,000
60 Human Resources	0	37,500
61 Legal Expense	617,732	50,004
62 Consultants	1,032,208	200,000
63 Other Gen & Admin	63,463	81,996
64 Depreciation	7,887	682,273
65 Storefront Depreciation	0	0
66 Property Tax	0	69,571
67 Franchise Fee	0	13,534
68 Storefront Expense	0	0
69 Total Operating Expenses	3,993,537	5,028,199
70 Net Operating Income	(3,993,537)	(1,844,821)
71 Interest Expense	0	352,448
72 Net Income Before Taxes	(3,993,537)	(2,197,269)
73 Income Taxes	0	0
74 Net Income	(3,993,537)	(2,197,269)
75 Cumulative Net Income	(3,993,537)	(6,192,806)

Exhibit 4

THOMAS A. NOLAN
11823 Market Place Avenue, Baton Rouge, Louisiana 70816
(225) 297-2500
SSN: 437-48-4885

YEAR OF EXPERIENCE	35 Years
EDUCATION	Tulane University, New Orleans, Louisiana University of Southwest Louisiana, Lafayette, Louisiana Louisiana State University, Baton Rouge, Louisiana Bachelor of Science Degree, 1964

PROFILE:

Mr. Nolan has been a prominent figure in Louisiana business and government circles for many years and has had a diversity of interest. His varied experience and extensive personal contacts throughout the state have been influential in developing his public relations philosophy: "We are what we are perceived to be." Mr. Nolan concentrates on building positive images for his businesses and maintains those images.

He organized and was majority stockholder of First City Savings and Loan Association in Baton Rouge, the first stock-chartered savings and loan association in Louisiana. He served as Chairman of the Board until he and all of the stockholders sold and made a handsome profit. He was also previously a majority owner and Board of Directors member of the Bank of Commerce of St. Francisville. He has been a real estate developer, putting together shopping centers, subdivisions, apartment complexes, recreational facilities and more. He personally developed the Wimbledon Racquet Club and Subdivision in Baton Rouge, a family-oriented tennis facility and was owner and operator of a five-restaurant chain in Louisiana. Mr. Nolan and C. James Rogers incorporated TAJ Management, Inc. in January, 1992 to take advantage of their combined fifty years business experience in Louisiana and elsewhere. Mr. Nolan brought to the company his thirty plus years of business experience and active involvement in the political arena. TAJ Management specialized in public relations and regulatory compliance consulting. These endeavors provided him with a well-rounded knowledge in many business areas and a vast network contacts.

For years, Mr. Nolan has specialized in public relations, lobbying, regulatory compliance, and business compliance especially in governmental areas. He directed all of Sales and Marketing efforts for his clients and his own businesses.

In addition he has produced two stage plays in New York: One On Broadway - The November People and one Off-Broadway - To Bury a Cousin. He was an originator of The Enterprises, a 50,000 circulation newspaper in the Baton Rouge market. He has also been a frequent participant in fund raising for such groups at the LSU Alumni Foundation and has been active with law and drug enforcement agencies.

Mr. Nolan serves as President of Columbia Telecommunications, Inc. d/b/a aXessa; a start up CLEC presently licensed in Louisiana, Alabama, Florida and Mississippi. As President and Managing Director, Mr. Nolan is responsible for advising and participating in decisions of the Board of Directors as to the overall direction and focus of the Company. He maintains a professional executive relationship with Lucent Technologies, GE Capital and "soon to be" major clients of aXessa. Mr. Nolan plans to serve in the position of President to effectuate an

efficient and prudent day to day operation of the Company until such time that the Company can bring on board a permanent full time President and CEO. He has assembled an extremely qualified and competent management team for the Company.

MEMBERSHIPS:

Our Lady of Mercy Roman Catholic Church, Baton Rouge, LA
Louisiana State University Alumni Foundation
Instrument Society of America
City Club of New Orleans
Associates for Collegiate Excellence, Treasurer
Country Club of Louisiana
Chamber of Commerce, New Orleans, LA

REAL ESTATE DEVELOPMENTS:

Briar Place Subdivision
Monticello Subdivision
Aspen Apartments
Plaza Americana Office Park
Tara in St. Tammany
Wimbledon Office Park
Lafayette Office Park
Forest Glen Subdivision
University Apartments
Oak Ridge Plaza
Bayou Fountain Subdivision
Wimbledon Subdivision
Wimbledon Racquet Club

CIVIC:

Past Member, Louisiana Real Estate Commission
Past Member, Woman's Hospital Classic
Alumni Special Commendation Award, Louisiana State University
Past Treasurer, Associates for Collegiate Excellence
Past Member, Governor's Board to relocate Our Lady of the Lake Hospital
Past Greater Baton Rouge, Metropolitan Kiwanis
Past Greater Baton Rouge, Chamber of Commerce
Past Greater Baton Rouge, Junior Chamber of Commerce
Louisiana State University Foundation
Louisiana State University Tiger Athletic Foundation
Pennington Foundation
Louisiana State University Medical School Foundation
Catholic High School Men's Club

C. JAMES ROGERS, CPA

18527 S. Mission Hills
Baton Rouge, LA 70810
SSN: 436-68-8708

Registration

Louisiana - Certified Public Accountant, 1973

Years of Experience

25 Years

Expertise

Mr. Rogers specializes in public relations, regulatory compliance, and business consulting in a wide variety of fields, with a concentration in governmental areas, health care and telecommunications. Prior to his current position as President of TAJ Management, Inc., he spent 20 years in public accounting as a partner in one of the largest CPA firms in Louisiana. This position provided him with a well-rounded knowledge in many business areas as well as a vast network of contacts. He has extensive experience with public involvement and agency coordination.

Education

B. S., Louisiana State University, 1970

Civic

Member, Governor's Committee of 100 for Economic Development

Chairman, Governor's Charity Gala, 1992

Member, Governor's Transition Team, 1992

Past Chairman, Woman's Hospital Classic

Past President, Baton Rouge Chapter, Louisiana

CPA Society

Past Chairman, Louisiana CPA Society Annual Meeting Committee

Past Board Member, Baton Rouge Area Foundation,

Volunteers of America, Cancer Society of

Greater Baton Rouge, Metropolitan Kiwanis,

Leadership Member, Boy Scouts of America

Alumni Special Commendation Award, Louisiana

State University

Key Experience**Executive Vice President - Finance
Columbia Telecommunications, Inc.**

Mr. Rogers serves as Chief Financial Officer and Treasurer of this Company. He has been very active in the development of this company for the last three years. He has also been active in the pursuit of Local Exchange licenses in several states (four of which have granted licenses.)

Key Experience**President, TAJ Management, Inc.
January, 1992 - Present**

C. James Rogers and Thomas A. Nolan incorporated TAJ Management, Inc. in January, 1992 to take advantage of their combined fifty years business experience in Louisiana and elsewhere. Jim brings to the company his twenty plus years of public accounting and business consulting experience. Much of his tenure in his previous position involved consulting in the regulatory compliance and governmental relations arena. TAJ Management specializes in these areas and some of their clients include:

Hilton Hotels
Ramsay Health Care
Medco Behavioral Care
Louisiana State University
Greiner, Inc.
Crescent River Port Pilots Assn.
Paine Webber, Inc.
21st Century Telesis
Paramount Wireless Communications Corporation
Associated Design Group, Inc.

TAJ Management has served as a sub-contractor to Greiner, Inc. for the past four years, on a project to build a regional airport in Louisiana.

Key Experience

Partner, Postlethwaite and Netterville, CPA's 1973-1992

Mr. Rogers was a senior partner with one of the largest CPA firms in Louisiana until he resigned in 1992 to form TAJ Management, Inc. While with Postlethwaite and Netterville he specialized in consulting and auditing in the governmental, healthcare, and financial institution areas.

He also served on the Peer Review Committee of the American Institute of CPA's and became noted as a Team Captain on many peer reviews of CPA firms around the country.

Agencies for whom Mr. Rogers performed auditing or consulting services included:

- Louisiana Legislative Auditor
- Louisiana House of Representatives and Senate
- Louisiana Department of Health and Hospitals
- Louisiana Department of Public Safety
- Louisiana Department of Revenue and Taxation
- Louisiana Municipal Association
- Louisiana Insurance Guaranty Association
- Louisiana Stadium and Exposition District
- Louisiana Housing Finance Authority
- Louisiana Public Facilities Authority
- Louisiana Teachers Retirement System

He was also responsible for auditing and consulting services for numerous private entities including banks, hospitals, nursing homes, contractors, and manufacturers.

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Allynn Madere

Objective

To work for a growing telecommunications or affiliated company in an upper managerial position.

Summary of qualifications

1962 - 1988 Reserve Telephone Company, Inc. Reserve, LA
Executive Vice President & General Manager

- I worked in a family owned independent telephone company from November 1962 to May 1988. I started as the first Central Office technician. I was also responsible for PAEX and Key Systems, all of which I had training. By 1972 I became General Manager which gave me experience in Billing and Collecting, Public Service Commission (PSC), Rural Electrification Administration (REA) and other front office tasks. By 1978 I was made Executive Vice President and General Manager, which put me in control of the entire company.

From 1978 to 1988, the company went through De-Regulation of telephone equipment (telephones, PAEX, Key Systems, etc), divestiture of J&T and the startup of Cellular telecommunications. During this time we successfully created a Business Department to market PABXs and Key Systems within a 75-mile radius around our company which included New Orleans and Baton Rouge. We also applied for Cellular frequencies and after a long legal battle were successful and are now in the Cellular business. During this time we also created a Long Distance Resale Company, a Directory Company and a CLEC Company. All of which were successful. By 1987 all of my family (children) were growing older and decided to sell the company. At 55 years of age, I did not feel the need to retire, so I invested in HR Communications L.L.P. in hopes of remaining in the telephone business after the sale of our company.

My experience over the last 35 years in the telephone company covered every facet of the business. I was responsible and indeed directed planning, regulatory, financing, administrative, and investment tasks.

I have enjoyed the communication industry immensely and look forward to continuing for some years to come.

Education

1960 - 1961 Southeastern Louisiana University Hammond 1, LA
General Accounting

Professional memberships

Louisiana Telephone Association (LTA)

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General Accounting

Professional memberships

Louisiana Telephone Association (LTA)

Exhibit 5

Columbia Telecommunications, Inc. d.b.a. aXessa

**TARIFF FOR RESOLD INTRASTATE MESSAGE
TELECOMMUNICATIONS AND OPERATOR SERVICES**

This Tariff describes generally the regulations and rates applicable to the provision of Intrastate Message Telecommunications and Operator Services. Service is provided by Columbia Telecommunications, Inc. d.b.a. aXessa with principal offices at 11823 Market Place Avenue, Baton Rouge, LA 70896. 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.

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Issued by:

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Columbia Telecommunications, Inc. d.b.a. aXessa
11823 Market Place Avenue
Baton Rouge, LA 70896

Effective:

Original Page 1

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

CHECK SHEET

The title page and pages 1 through 33 inclusive of this Tariff are effective as of the dates shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

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25	Original				

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

EXPLANATION OF SYMBOLS

- (C) - To signify changed regulation
- (D) - To signify discontinued rate of regulation
- (I) - To signify increase
- (M) - To signify matter relocated without change
- (N) - To signify new rate or regulation
- (R) - To signify reduction
- (S) - To signify reissued matter
- (T) - To signify a change in text but no change in rate or regulation
- (Z) - To signify a correction

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

1. GENERAL

1.1 Application of Tariff

1.1.A This Tariff contains the regulations and rates applicable to the provision of Intrastate Message Telecommunications and Operator Services, hereinafter referred to as "Service", by Columbia Telecommunications, Inc. d.b.a. aXessa, hereafter referred to as the "Company", from its points of presence in the State of South Dakota to domestic points, as specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.

1.1.B The provision of such Service by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any Service.

1.2 Definitions

Certain terms used throughout this Tariff are defined as follows:

1.2.A Access Code

A sequence of numbers that, when dialed, connect the caller to the provider of operator services associated with that sequence.

1.2.B Aggregator

Any person that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for Intrastate telephone calls using a provider of operator services.

1.2.C Application for Service

A standard order form including all pertinent billing, technical, and other descriptive information enabling the Company to provision the Service requested.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

1. GENERAL

1.2 Definitions (Cont'd)

1.2.D Authorization Code

A numerical code, one or more of which may be assigned to a Customer to enable the Company to identify the origin of the user or individual users or groups of users on one account so that the Company may rate and bill the call.

1.2.E Common Carrier

A company or entity providing telecommunications services to the public.

1.2.F Company

Columbia Telecommunications, Inc. d.b.a. aXessa unless the indicated otherwise.

1.2.G Consumer

A person initiating any Intrastate telephone call.

1.2.H Customer

Any individual, partnership, association, trust, corporation, cooperative, governmental agency or other entity utilizing the Services provided by the Company on a subscription basis. A Customer, as set forth herein, is responsible for the payment of charges and for compliance with all applicable terms of the Company's Tariff.

1.2.I Customer Provided Equipment

Terminal Equipment or facilities provided by persons other than the Company and connected to the Company's Services and/or facilities.

1.2.J DPU or Commission

South Dakota Public Utilities Commission.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

1. GENERAL

1.2 Definitions (Cont'd)

1.2.K Dialed Access

An arrangement whereby a Customer uses the public switched network facilities of a local exchange telephone company to access the terminal of the Company.

1.2.L Domestic Message Telecommunications Service (MTS)

The term "Domestic Message Telecommunications Service" denotes the furnishing of station-to-station direct dial Intrastate switched network services to the Customer for the completion of long distance voice and dial up low speed data transmissions over voice grade channel from the Company's Points of Presence to domestic points as specified herein.

1.2.M Equal Access

Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

1.2.N Equal Access Code

An access code that allows the public to obtain an Equal Access connection to the carrier associated with that code.

1.2.O Local Exchange Carrier (LEC)

A Telephone Company which furnishes local exchange services.

1.2.P Measured Usage Charge or Measured Charge

A charge assessed on a per-minute basis in calculating all or a portion of the charges due for a completed call over the Company's facilities.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

1. GENERAL

1.2 Definitions (Cont'd)

1.2.Q Other Common Carrier

The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic or international communications service to the public.

1.2.R Premises

The space designated by a Customer as its place or places of business for provision of Service or for its own communications needs.

1.2.S Service

The offerings provided by the Company to the Customer under this Tariff.

1.2.T Subscriber

An Aggregator that selects the Company as the presubscribed provider of operator services for one or more locations within that Aggregator's control.

1.2.U Subscriber Surcharge

A surcharge imposed by the Subscriber, to be paid by the consumer, for the use of Subscriber's telephone instruments, and other facilities in obtaining access to the Company's services.

1.2.V Telecommunications

The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.A Scope

The Company is a carrier providing Intrastate domestic communications services to Customers for their direct transmission of voice, data and other types of telecommunications within the United States as described in this Tariff.

2.1.B Limitations

1. The Service provided pursuant to this Tariff is offered subject to the availability of facilities and the other provisions of this Tariff.
2. The Company does not undertake to transmit communications or messages, but rather furnishes facilities, Service and equipment for such transmissions by the Customer.
3. The Company retains the right to deny Service to any Customer failing to comply with the rules and regulations of this Tariff, or other applicable rules, regulations or laws.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

1. RULES AND REGULATIONS

2.2 Obligations of the Customer

- 2.2.A All Customers assume general responsibilities in connection with the provision and use of the Company's Service. General responsibilities are described in this section. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the Customer assumes the additional responsibilities as set forth in Section 2.2, herein.
- 2.2.B The Customer is responsible for the payment of all charges for any and all Services or facilities provided by the Company to the Customer.
- 2.2.C Subject to availability, the Customer may use specific codes to identify the users groups on its account and to allocate the cost of its service accordingly. The numerical composition of such codes shall be set forth by the Company to assure compatibility with the Company's accounting and automation systems and to avoid duplication of such specific codes.
- 2.2.D The Company reserves the right to discontinue the use of any code provided to the Customer and to substitute another code for such Customer's use.
- 2.2.E The Customer shall indemnify and save harmless the Company from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer using the Company's Services; and any other claim resulting from any act or omission of the Customer to the use of the Company's facilities.
- 2.2.F Nothing contained herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any Customer or person any ownership interest or proprietary right in any particular code issued by Company; provided, however, that a Customer that continues to subscribe to Company's Services will be provided a replacement code in the event such Customer's initial code is canceled.

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2. RULES AND REGULATIONS

2.2 Obligations of the Customer (Cont'd)

2.2.G The Customer shall reimburse the Company for damages to the Company's facilities caused by any negligence or willful act or acts on the part of the Customer.

2.2.H The Customer shall pay and hold the Company harmless from the payment of all charges for service ordered by the Customer from the Local Exchange Carriers or other entities for telecommunications services and/or facilities connecting the Customer and the Company.

2.2.I In the event a suit is brought by the Company, or an attorney is retained by the Company to collect any bill or enforce the terms of this Tariff against a Customer, that Customer shall be responsible for payment of all reasonable attorney's fees, court costs, costs of investigation and any and all other related costs and expenses incurred by the Company in connection therewith.

2.2.J The Customer understands that the Services are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes, but is not limited to:

2.2.J.1 Using the Service for any purpose in violation of any law.

2.2.J.2 Obtaining or attempting to obtain services through any scheme, false representation and/or use of any fraudulent means or devices whatsoever with the intent to avoid payment, in whole or in part, of charges for Services, or assisting any other person or firm in such regard.

2.2.J.3 Attempting to, or actually obtaining, accessing, altering, or interfering with the communications and/or information by rearranging, tampering with or making any connection with any facilities of the Company or assisting any other person or firm in such regard.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. RULES AND REGULATIONS

2.2 Obligations of the Customer (Cont'd)

2.2.J.4 Using the Services in a manner that interferes unreasonably with the use of Service by one or more other Customers.

2.2.J.5 Using the Service to convey information deemed to be obscene, salacious, or prurient, to impersonate another person with fraudulent or malicious intent, to call another person or persons so frequently, at such times, or in such a manner as to annoy, abuse, or harass, or to convey information of a nature or in a manner that renders such conveyance unlawful.

2.2.K The Customer, not the Company, shall be responsible for compliance with FCC Rules, 47 C.F.R. Part 68, and for all maintenance of such equipment and/or facilities.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. **RULES AND REGULATIONS**

2.3 **Liabilities of the Company**

- 2.3.A Except as stated in this Section 2.3, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this Tariff.
- 2.3.B The liability of the Company for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Tariff, including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed an amount equal to the charges under this Tariff applicable to the specific call (or portion thereof) that was affected. No other liability shall attach to the Company.
- 2.3.C The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; or (3) national emergencies, insurrections, riots, wars or other labor difficulties.
- 2.3.D The Company shall not be liable for any act or omission of any other entity furnishing facilities, equipment, or services used by a Customer, with the Company's Services. In addition, the Company shall not be liable for any damages or losses due to the failure or negligence of any Customer or due to the failure of Customer Provided Equipment, facilities or services.

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2. RULES AND REGULATIONS

2.4 Service Orders

The Customer must place an Application for Service with the Company to initiate, cancel or change the Services provided pursuant to this Tariff. All Applications for Services must be in writing and provide, at a minimum, the following information:

- 2.4.A Customer's name(s), telephone number(s) and address(es). In the case of a corporation or partnership, a designated officer or agent shall be named as the contact person for such corporation or partnership.
- 2.4.B Name(s), address(es) and telephone number(s) of person(s) to whom notices from the Company to the Customer shall be addressed, if different from (A) above.
- 2.4.C The amount of toll service usage the Customer was billed for the two (2) months immediately preceding the request for Service if such information is applicable and available.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. **RULES AND REGULATIONS**

2.5 **Charges and Payments for Service or Facilities**

2.5.A **Deposits**

2.5.A.1 The Company will not require deposits, advance payments, prepayments or financial guarantees.

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2. **RULES AND REGULATIONS**

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. RULES AND REGULATIONS

2.5 Charges and Payments for Service or Facilities (Cont'd)

2.5.B Description of Payment and Billing Periods

- 2.5.B.1 Service is provided and billed on a monthly basis. Service continues to be provided and billed on a monthly basis until canceled by the Customer through notice given to the Company.
- 2.5.B.2 When billing functions are performed by a Local Exchange Carrier (LEC), commercial credit card company or others, the payment conditions and requirements of such LECs apply, including any applicable interest.
- 2.5.B.3 In the event a Local Exchange Carrier, commercial credit card company or others ceases efforts to collect any amounts associated with the Company's charges, the Company may bill the Customer or the called party directly, and may utilize its own billing and collection procedures. These procedures shall be consistent with all applicable statutes, rules and regulations.

2.5.C Taxes, Gross Revenue, Gross Income, and Gross Earnings Surcharges

- 2.5.C.1 Sales tax is covered by state statute. Any additional applicable taxes may be covered by state or federal statutes. Such taxes may be included on Customer bills in accordance with any applicable rules of the state or federal regulatory authority.
- 2.5.C.2 In addition to all recurring, non-recurring, minimum, usage, surcharges or special charges, the Customer identified in this Tariff shall also be responsible for and shall pay all applicable federal, state and local taxes or surcharges, including sales, use, excise, gross earnings, and gross income taxes. All such taxes shall be separately shown and charged on bills rendered by Company or its billing agent. Sales and use taxes shall be applied to all charges and shall also be applied to all applicable gross earnings, gross revenue and gross income taxes.

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2. RULES AND REGULATIONS

2.5 Charges and Payments for Service or Facilities (Cont'd)

2.5.D Payment and Late Payment Charge

- 2.5.D.1 Payment will be due as specified on the Customer bill. Commencing after that due date, a late charge of up to the highest interest rate allowable by law will be applied to all amounts past due.
- 2.5.D.2 Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.
- 2.5.D.3 Service may be denied or discontinued at the Company's discretion for nonpayment of amounts due the Company past the due date as specified in 2.5.D.1. Restoration of Service will be subject to all applicable installation charges.

2.5.E Returned Check Charge

In cases where the Company issues direct bills to Customers, and payment by check is returned for insufficient funds, or is otherwise not processed for payment, there will be a charge as set forth herein.

2.5.F Suspension or Termination for Nonpayment

In the event of nonpayment of any bill rendered or any required deposit, the Company may, after fifteen (15) days written notice by U.S. mail and another written notice of termination via first class mail, five (5) days prior, suspend service to the Customer.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. RULES AND REGULATIONS

2.5 Charges and Payments for Service or Facilities (Cont'd)

2.5.G Credit Allowances/Service Interruptions

- 2.5.G.1 Credit for failure of Service will be allowed only when failure is caused by or occurs in the Company's facilities or equipment owned, provided and billed for by the Company. A credit allowance is not applicable for any period during which Customer cannot utilize the Service, except for such period where the Service is interrupted by the Company for access to its facilities for the purposes of investigating and clearing troubles and/or maintenance.
- 2.5.G.2 Credit allowances for failure of Service or equipment starts when the Customer notifies the Company of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer by the Company.
- 2.5.G.3 The Customer shall notify the Company of Service failure or equipment failure. The Customer shall make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment or Customer provided facilities, any act, or omission of the Customer, or in wiring or equipment connected to the Customer's terminal.
- 2.5.G.4 Only those portions of the Service or equipment operation disabled will be credited.
- 2.5.G.5 Any credit provided to the Customer under this Tariff shall be determined in accordance with the provisions of Section 2.5.H.

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2. RULES AND REGULATIONS

2.5 Charges and Payments for Service or Facilities (Cont'd)

2.5.H Service Interruption Measurement

2.5.H.1 Credit Allowance

In the event of an interruption of Service that exceeds the minimum requirements set forth in this paragraph, the Company shall make a credit allowance at the Customer's request for a pro rata adjustment of all Service charges billed by the Company for those Services rendered inoperative by the interruption. The credit allowance will be computed by dividing the duration of the service interruption measured in twenty-four (24) hour days, from the time the interruption is reported to the Company, by a standard thirty (30) day month, and then multiplying the result by the Company's fixed monthly charges for each interrupted Service.

The credit allowance formula is as follows:

$$\frac{A}{720} \times B = \text{Credit Allowance}$$

A = Duration of service interruption measured in hours.

B = Company's fixed monthly charges for each interrupted service.

A period of time less than six (6) hours shall not be credited. In no case shall the credit exceed the total monthly charges. No adjustments will be made for periods of noncontinuous interruptions, and no other liability shall attach to the Company in consideration of such interruption to Service.

2.5.H.2 Customer Interruptions

A credit allowance will not be given for interruptions caused by the negligence or willful act of the Customer, or interruptions caused by failure of equipment or service not provided by the Company.

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2. RULES AND REGULATIONS

2.6 Termination or Denial of Service by the Company

2.6.A The Company may, immediately and without notice to the Customer, and without liability of any nature, temporarily deny, terminate, or suspend Service to any Customer:

2.6.A.1 In the event such Customer or its agent: (a) willfully damages Company equipment and/or interferes with use of Company Service by other Customers; (b) unreasonably places capacity demands upon the Company's facilities or Service; (c) violates any statute or provision of law, any rule or regulation of any state or federal regulatory agency relating to communications; (d) otherwise fails to comply with the provisions of this Tariff or applicable law; or

2.6.A.2 In the event a Customer becomes insolvent, is the subject of any formal legal proceeding commenced in a court involving a voluntary or involuntary petition or proceeding in bankruptcy, seeks protection or relief from creditors in a formal legal proceeding after a filing for such relief, or executes an assignment for the benefit of creditors; or

2.6.A.3 In the event that the Company determines that any Service is being used fraudulently or illegally, whether by a Customer or its agent.

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2. RULES AND REGULATIONS

2.7 Special Services

2.7.A General

For the purpose of this Tariff, Special Services are deemed to be any Service requested by the Customer and provided by the Company for which there is no prescribed rate in this Tariff. Special Services charges will be developed on an individual case basis (ICB) and may be established by contract between the Company and the Customer. Such contract or ICB rates will be filed with the Commission for its approval if required by applicable rules and regulations.

2.7.B When Applicable

Special Services rates apply in the following circumstances:

- 2.7.B.1 If at the request of the Customer, the Company obtains facilities not normally used by the Company to provide Service to its Customer;
- 2.7.B.2 If at the request of the Customer, the Company provides technical assistance not normally required;
- 2.7.B.3 Where special signaling, conditioning, equipment, or other features are required to make Customer Provided Equipment compatible with the Company's Service;
- 2.7.B.4 When, at the specific request of the Customer, installation by the Company or its agent and/or routine maintenance is performed outside of the regular business hours.
- 2.7.B.5 If installation and/or routine maintenance is extended beyond normal business hours at the request of the Customer and these circumstances are not the fault of the Company, Special Service charges may apply. Such circumstances include, but are not limited to, stand-by in excess of one hour, weekend, holiday or night time cut-over, and additional installation testing in excess of the normal testing required to provide Service.

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2 RULES AND REGULATIONS

2.7 Special Services (Cont'd)

2.7.C Cancellation

If a Customer orders Service requiring special facilities dedicated to the Customer's use and then cancels its order prior to the Service start date, before completion of any minimum Service periods associated with such special facilities ordered by the Company or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be made to the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such Service provided, the nonrecoverable cost of such construction shall be borne by the Customer.

2.8 Special Pricing Arrangements

Customized Service packages and competitive pricing arrangements at negotiated rates may be furnished on a case-by-case basis in response to Customer request for such proposals or for competitive bids. Special Pricing Arrangements offered under this Tariff will be provided to the Customer pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the Tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Such contracts will be filed with the Commission for approval if required by applicable rule or regulation.

2.9 Special Construction

All rates and charges quoted in this Tariff provide for the furnishing of a Service when suitable facilities are available or where the construction of the necessary facilities does not involve unusual costs. When the revenue to be derived from the Service does not warrant the Company assuming the unusual costs of providing the necessary construction, the Customer may be required to pay all or a portion of such costs and to contract for the Service for a sufficient period to warrant the construction, depending upon the circumstances in each case. The Company's charges for such special construction shall follow the same guidelines for establishing charges for Special Services as described in Section 2.8 of this Tariff.

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Effective:

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. RULES AND REGULATIONS

2.10 Inspection, Testing and Adjustment

2.10.A The Company may, upon reasonable notice, make such tests and inspections as may be necessary to investigate the installation, operation or maintenance of the Customer's or the Company's equipment or connecting facilities. The Company may interrupt Service at any time, without penalty or liability to itself, where necessary to prevent improper use of Service, equipment, facilities, or connections.

2.10.B Upon reasonable notice, the facilities and equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for its maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made, unless such interruption exceeds four (4) hours in length.

2.11 Directory Assistance

2.11.A Directory Assistance will be provided by the Company as part of the Service furnished by the Company. The Customer will be billed usage at the appropriate rate when a call is placed from its telephone to directory assistance.

2.12 Customer Complaints and Billing Disputes

2.12.A Customer complaints and billing disputes not satisfactorily resolved may be presented by the Customer to the PUC.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

3. DESCRIPTION OF SERVICE

3.1 Service Points

3.1.A The Company provides originating service from domestic points in the United States to domestic points identified in this Tariff.

3.1.B The Company provides terminating service from domestic points identified in this Tariff to domestic points in the United States.

3.2 Measurements

3.2.A Time-of-Day Rate Period

Time-of-Day Rate Periods are reflected in the rate found in Section 4, herein.

3.2.B Availability of Service

The Service is available at the rates listed in Section 4, through subscription to any of the domestic message telecommunication service offerings available from the Company. Each of these offerings utilize the same rate schedules but have different rates and billing increments for each of the rate schedules.

3.2.C Holiday Rates

3.2.C.1 During the following officially recognized holidays, Evenings Rates will be applicable during all hours, except for hours when a lower rate (i.e., Night/Weekend) is applicable.

New Year's Day**	Labor Day
Memorial Day*	Thanksgiving Day
Independence Day**	Christmas Day**
Martin Luther King Day*	Columbus Day*
Presidents Day*	Veterans' Day**

* Applies to Federally observed day only.

** When this holiday falls on a Sunday, the Holiday calling rate applies to calls placed on the following Monday. When this holiday falls on a Saturday, the Holiday calling rate applies to calls placed on the preceding Friday.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

3. DESCRIPTION OF SERVICE

3.3 Timing of Calls

3.3.A

Unless otherwise indicated in this Tariff, following the initial sixty (60) seconds, calls are timed in six (6) second increments. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer. If charged in error, the Customer will be credited. Timing begins at the "starting event" and ends at the "terminating event," unless otherwise specified. Time between the starting event and the terminating event is the call duration. The minimum call duration for a completed call is sixty (60) seconds, unless otherwise specified.

3.3.B

The starting event occurs when the Company's terminal experiences an "Incoming Signaling Protocol Successful," i.e., upon the seizure of an inbound trunk.

3.3.C

The terminating event occurs when the Company's terminal receives a signal from the Local Exchange Carrier that either the calling party or the called party has hung up.

3.3.D

There shall be no charge for unanswered calls. Upon receiving reasonable and adequate notice of billing from a Customer for any such call, the Company may issue a credit in an amount equal to the charge for the call. Calls in progress longer than sixty (60) seconds will be presumed answered.

3.3.E

Domestic Message Telecommunications Service rates are quoted in terms of initial and additional increments. The initial increment is the first sixty (60) seconds after connection is made. The additional increments are each six (6) seconds or any fraction thereof after the initial minute.

3.3.F

The time of day at the calling party rate center determines what Time-of-Day rate period applies.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

3. DESCRIPTION OF SERVICE

3.4 Computation of Distance

3.4.A All calls are rated on the basis of airline mileage locations of the caller and the called party, regardless of the call's routing.

3.4.B Airline mileage is obtained by using the "V" and "H" coordinates assigned to each point. To determine the airline distance between any two cities, the airline mileage is determined as follows:

3.4.B.1 Obtain the "V" and "H" coordinates for each city.

3.4.B.2 Obtain the difference between the "V" coordinates of each of the cities. Obtain the difference between the "H" coordinates.

3.4.B.3 Square each difference obtained in step 2, above.

3.4.B.4 Add the square of the "V" difference and the "H" difference obtained in step 3, above.

3.4.B.5 Divide the number obtained in step 4 by 10. Round to the next higher whole number if any fraction is obtained.

3.4.B.6 Obtain the square root of the whole number obtained in step 5 above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

3.5 Method of Applying Rates

3.5.A Calls that begin in one rate period and terminate in another will be billed for the entire call duration at the rate applicable at the commencement of the call.

3.5.B Unless specified otherwise in this Tariff, the duration of each call for billing purposes will be rounded off to the nearest higher minute.

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3. DESCRIPTION OF SERVICE

3.6 Promotional Discounts

The Company may from time to time offer promotional discounts. Such discounts will be for a specified period of time, will not exceed published rates, and will be offered to all qualifying Customers on a non-discriminatory basis, under any rules prescribed by the Commission.

3.7 Dialed Domestic Message Telecommunications Services

3.7.A

Dialed Domestic Message Telecommunications Services are measured use, full time services and are offered on a monthly basis, utilizing Intrastate communications facilities. When appropriate access arrangements exist, these switched services are available on a presubscription (Equal Access) basis. Otherwise, the Services require that a Customer access the Company's network via an alternative access code arrangement such as "950-XXXX" plus the Customer's security code, a toll-free "1-800" telephone number with the Customer's security code, or via "1-0-1-XXXX" code with Customer security code.

3.7.B

Depending upon the service option chosen by the Customer, the charges for the use of such domestic Intrastate communications facilities may be based upon the time of day, the total minutes of use and/or the distance of each call.

3.7.C

All Customers shall be charged the rates identified in Section 4.2.A for Residential Customers and in Section 4.2.B for Business Customers.

3.8 Calling Card Service

3.8.A

Calling Card Service permits Customers which have arranged for a Company-issued calling card to make calling card calls throughout the domestic United States through the use of a specific "1-800" telephone number provided by the Company. See Section 4.2.C, herein for rates.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

3. DESCRIPTION OF SERVICE

3.6 Promotional Discounts

The Company may from time to time offer promotional discounts. Such discounts will be for a specified period of time, will not exceed published rates, and will be offered to all qualifying Customers on a non-discriminatory basis, under any rules prescribed by the Commission.

3.7 Dialled Domestic Message Telecommunications Services

3.7.A

Dialled Domestic Message Telecommunications Services are measured use, full time services and are offered on a monthly basis, utilizing Intrastate communications facilities. When appropriate access arrangements exist, these switched services are available on a presubscription (Equal Access) basis. Otherwise, the Services require that a Customer access the Company's network via an alternative access code arrangement such as "950-XXXX" plus the Customer's security code, a toll-free "1-800" telephone number with the Customer's security code, or via "1-0-1-XXXX" code with Customer security code.

3.7.B

Depending upon the service option chosen by the Customer, the charges for the use of such domestic Intrastate communications facilities may be based upon the time of day, the total minutes of use and/or the distance of each call.

3.7.C

All Customers shall be charged the rates identified in Section 4.2.A for Residential Customers and in Section 4.2.B for Business Customers.

3.8 Calling Card Service

3.8.A

Calling Card Service permits Customers which have arranged for a Company-issued calling card to make calling card calls throughout the domestic United States through the use of a specific "1-800" telephone number provided by the Company. See Section 4.2.C, herein for rates.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

3. DESCRIPTION OF SERVICE

3.9 Operator Service

3.9.A Operator Assisted calls consist of Collect Calls, Third Party Calls, Calling Card Calls, Room Charge Calls and Person to Person Calls. These calls shall be billed based on a measured usage charge element dependant on duration, distance and time of day and a fixed surcharge element which is dependant on the type of billing selected. See Section 4.2.D, herein for rates.

4. RATES AND CHARGES

4.1 Returned Check Charge

Customer payments by check returned for insufficient funds, or otherwise not processed for payment, will be subject to a returned check charge. Such charge will be applicable on each occasion when a check is returned or not processed.

Per Occurrence \$ 30.00

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4. **RATES AND CHARGES**

4.2 **Rate Schedules**

4.2.A **Residential & Business Outbound Direct Dial Service**

1. Per Minute of Use Rates

Monthly Volume	Month to Month	1 Year Contract	2 Year Contract	3 Year Contract
\$ 0 - \$ 100	\$0.1200	\$0.1150	\$0.1100	\$0.1050
\$ 100 - \$ 300	\$0.1150	\$0.1100	\$0.1050	\$0.1000
\$ 300 - \$ 600	\$0.1100	\$0.1050	\$0.1000	\$0.0950
\$ 600 - \$1,000	\$0.1050	\$0.1000	\$0.0950	\$0.0900
\$1,000 - \$2,500	\$0.1000	\$0.0950	\$0.0900	\$0.0850
\$2,500 +	\$0.0900	\$0.0875	\$0.0850	\$0.0800

4.2.B **Residential & Business Inbound Service**

1. Per Minute of Use Rates

Monthly Volume	Month to Month	1 Year Contract	2 Year Contract	3 Year Contract
\$ 0 - \$ 100	\$0.1450	\$0.1400	\$0.1350	\$0.1300
\$ 100 - \$ 300	\$0.1400	\$0.1350	\$0.1300	\$0.1250
\$ 300 - \$ 600	\$0.1350	\$0.1300	\$0.1250	\$0.1200
\$ 600 - \$1,000	\$0.1300	\$0.1250	\$0.1200	\$0.1150
\$1,000 - \$2,500	\$0.1250	\$0.1200	\$0.1150	\$0.1100
\$2,500 +	\$0.1200	\$0.1150	\$0.1100	\$0.1050

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

4. **RATES AND CHARGES**

4.2 **Rate Schedules (Cont'd)**

4.2.C **Calling Card Service**

1. **Availability of Service**

The Company issues the aXessa Calling Card, and also allows Customers to utilize Calling Cards of other carriers.

2. **aXessa Calling Card**

Calling Card calls completed with the aXessa Calling Card are available at the rates specified below. Calling Card usage is billed in six (6) second increments.

Rate per minute \$0.20

4.2.D **Operator Service Charges**

1. **Station to Station, per call**

Dial Calling Card \$ 0.35

Operator Assisted \$ 0.30

2. **Directory Assistance, per call**

Local Call \$ 0.60

Toll Call \$ 0.60

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4. RATES AND CHARGES

4.2 Rate Schedules (Cont'd)

4.2.C Calling Card Service

1. Availability of Service

The Company issues the aXessa Calling Card, and also allows Customers to utilize Calling Cards of other carriers.

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Calling Card calls completed with the aXessa Calling Card are available at the rates specified below. Calling Card usage is billed in six (6) second increments.

Rate per minute \$0.20

4.2.D Operator Service Charges

1. Station to Station, per call

Dial Calling Card \$ 0.35

Operator Assisted \$ 0.30

2. Directory Assistance, per call

Local Call \$ 0.60

Toll Call \$ 0.60

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INTERNET COMMUNICATIONS GROUP, LLC
11-13011 875-3300
1001 NORTH AVE. STE 302
RIVERDALE, MD 20737-1333

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South Dakota Public Utilities Commission

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South Dakota Public Utilities Commission

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South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of April 29, 1999 through May 5, 1999

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

CONSUMER COMPLAINT

CT99-004 In the Matter of the Complaint filed by James Frankenstein, Redfield, South Dakota, against U S WEST Communications, Inc. Regarding Poor Service and Request to have Lines Updated.

The Complainant states that they have had poor service for several years. The Complainant requests that U S WEST fix the service and upgrade their system so that they may connect to the internet and use Caller ID. The Complainant states: "We feel we should have access to these services like everyone else."

Staff Analyst: Leni Healy
Staff Attorney: Camron Hoseck
Date Filed: 04/22/99
Intervention Deadline: N/A

ELECTRIC

EL99-006 In the Matter of the Application of Black Hills Corporation for an Order Authorizing the Issuance of Stock Options under Black Hills Corporation 1999 Stock Option Plan.

On May 5, 1999, the Commission received an application from Black Hills Corporation, which operates its electric utility under the assumed name of Black Hills Power and Light Company, requesting the approval of Black Hills Corporation's 1999 Stock Option Plan providing for the granting of options to acquire up to 700,000 shares of the Company's authorized but unissued Common Stock.

Staff Analyst: Bob Knadle
Staff Attorney: Karen Cremer
Date Filed: 05/05/99
Intervention Deadline: 05/21/99

EL99-007 In the Matter of the Filing by Black Hills Power and Light Company for Approval of its 1998 Economic Development Plan Annual Report and 1999 Economic Development Plan.

On May 5, 1999, the Commission received a filing from Black Hills Power and Light Company of: (1) a report of its 1998 economic development activity as required by SD Public Utilities Commission docket EL95-003; and (2) setting forth its 1999 economic development plan in accordance with the same docket.

Staff analyst: Michele Farris
Staff Attorney: Camron Hoseck
Date filed: 05/05/99
Intervention Deadline: 05/21/99

TELECOMMUNICATIONS

TC99-050 In the Matter of the Establishment of Switched Access Revenue Requirement for Vivian Telephone Company d.b.a Golden West Communications, Inc.

Vivian Telephone Company filed a switched access cost study developing a revenue requirement that is included in the revenue requirement used to determine the switched access rates for the Local Exchange Carrier Association.

Staff Analyst: Harlan Best/Keith Senger
Staff Attorney: Karen Cremer
Date Filed: 04/29/99
Intervention Deadline: 05/21/99

TC99-051 In the Matter of the Application of NET-tel Corporation d/b/a NET-tel Communications Corporation (FL) for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

Application by NET-tel Corporation d/b/a NET-tel Communications Corporation for a Certificate of Authority to provide interexchange, intrastate, inbound, outbound and travel card services in South Dakota.

Staff Analyst: Dave Jacobson
Staff Attorney: Camron Hoseck
Date Filed: 04/30/99
Intervention Deadline: 05/21/99

TC99-052 In the Matter of the Application of Columbia Telecommunications, Inc. d.b.a. aXessa for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

On April 30, 1999, the Commission received an application by Columbia Telecommunications, Inc. d.b.a. aXessa for a Certificate of Authority to provide resold interexchange telecommunications services in the state of South Dakota. Proposed services include both inbound and outbound intraLata toll services.

Staff Analyst: Bob Knadle
Staff Attorney: Karen Cremer
Date Filed: 04/30/99
Intervention Deadline: 05/21/99

**TC99-053 In the Matter of the Filing by U S WEST Communications, Inc. for Approval of
Tariff Pages for its Access Service Tariff Implementing its IntraLATA Toll Dialing
Parity Plan.**

U S WEST Communications has filed for Commission approval Access Service Tariff pages implementing U S WEST's IntraLATA Toll Dialing Parity Plan. U S WEST has filed an Equal Access and Network Reconfiguration Recovery Charge and rates, terms and conditions for Presubscription.

Staff Analyst: Harlan Best
Staff Attorney: Karen Cremer
Date Filed: 05/03/99
Intervention Deadline: 05/21/99

**TC99-054 In the Matter of the Filing by Fort Randall Telephone Company and Mount
Rushmore Telephone Company to Establish Switched Access Rates.**

Mt. Rushmore Telephone Company and Fort Randall Telephone Company filed a combined switched access cost study similar to an interstate filing with a combined study area. The switched access rates will be used by both companies. Mt. Rushmore was granted a waiver from filing switched access cost studies in TC93-034.

Staff Analyst: Harlan Best/Keith Senger
Staff Attorney: Karen Cremer
Date Filed: 05/03/99
Intervention Deadline: 05/21/99

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COMPETITIVE COMMUNICATIONS GROUP

May 25, 1999

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JUN 01 1999

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

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Re: Application for Authority to Provide Interexchange Telecommunications Services
for Columbia Telecommunications, Inc. d.b.a. aXessa - Docket No. TC99-052

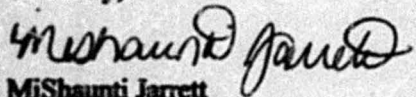
This letter is in response to your data request dated May 13, 1999 for the above
referenced application.

1. Applicant's revised tariff is attached.
2. Applicant's List of Officers, Board of Directors and Major Stockholders are attached.
3. Additional financial statements are attached.
4. Customer contact for inquiries is Lennen Madere, 1-800-877-9666; lmadere@cmq.com. aXessa plans to provide 24-hour intrastate interexchange telecommunications services over facilities leased from other carriers. Specifically, aXessa proposes to provide intrastate interexchange telecommunications services, including 1+ direct-dialed message telecommunications services.
5. aXessa has contracted for all billing and customer service with Profitech Billing, 26A Barnes Park North, Wallingford, CT 06092. Phone: 203-284-5307
6. The applicant is currently certified to provide intrastate interexchange telecommunications services in Montana and Louisiana. aXessa is in good standing in the above states.
7. aXessa plans to market its services via direct mail and brochures some examples are attached.
8. The applicant's Federal Tax ID number is 72-1332196.

9. There have been no 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.

Should you have any questions concerning this responses, please contact MiShaunti Jarrett at 301-699-5300.

Sincerely,

A handwritten signature in cursive script, appearing to read "MiShaunti Jarrett".

MiShaunti Jarrett
Regulatory Specialist

Columbia Telecommunications, Inc. d.b.a. aXessa

**TARIFF FOR RESOLD INTRASTATE MESSAGE
TELECOMMUNICATIONS AND OPERATOR SERVICES**

This Tariff describes generally the regulations and rates applicable to the provision of Intrastate Message Telecommunications and Operator Services. Service is provided by Columbia Telecommunications, Inc. d.b.a. aXessa with principal offices at 11823 Market Place Avenue, Baton Rouge, LA 70896. 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.

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Original Page 1

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

CHECK SHEET

The title page and pages 1 through 32 inclusive of this Tariff are effective as of the dates shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

EXPLANATION OF SYMBOLS

- (C)- To signify changed regulation
- (D)- To signify discontinued rate or regulation
- (I)- To signify increase
- (M)- To signify matter relocated without change
- (N)- To signify new rate or regulation
- (R)- To signify reduction
- (S)- To signify reissued matter
- (T)- To signify a change in text but no change in rate or regulation
- (Z)- To signify a correction

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

1. GENERAL

1.1 Application of Tariff

1.1.A This Tariff contains the regulations and rates applicable to the provision of Intrastate Message Telecommunications and Operator Services, hereinafter referred to as "Service", by Columbia Telecommunications, Inc. d.b.a. aXessa, hereafter referred to as the "Company", from its points of presence in the State of South Dakota to domestic points, as specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.

1.1.B The provision of such Service by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any Service.

1.2 Definitions

Certain terms used throughout this Tariff are defined as follows:

1.2.A Access Code

A sequence of numbers that, when dialed, connect the caller to the provider of operator services associated with that sequence.

1.2.B Aggregator

Any person that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for Intrastate telephone calls using a provider of operator services.

1.2.C Application for Service

A standard order form including all pertinent billing, technical, and other descriptive information enabling the Company to provision the Service requested.

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1. **GENERAL**

1.2 **Definitions (Cont'd)**

1.2.D **Authorization Code**

A numerical code, one or more of which may be assigned to a Customer to enable the Company to identify the origin of the user or individual users or groups of users on one account so that the Company may rate and bill the call.

1.2.E **Common Carrier**

A company or entity providing telecommunications services to the public.

1.2.F **Company**

Columbia Telecommunications, Inc. d.b.a. aXessa unless indicated otherwise.

1.2.G **Consumer**

A person initiating any Intrastate telephone call.

1.2.H **Customer**

Any individual, partnership, association, trust, corporation, cooperative, governmental agency or other entity utilizing the Services provided by the Company on a subscription basis. A Customer, as set forth herein, is responsible for the payment of charges and for compliance with all applicable terms of the Company's Tariff.

1.2.I **Customer Provided Equipment**

Terminal Equipment or facilities provided by persons other than the Company and connected to the Company's Services and/or facilities.

1.2.J **SDPUC or Commission**

South Dakota Public Utilities Commission.

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1. GENERAL

1.2 Definitions (Cont'd)

1.2.K Dialed Access

An arrangement whereby a Customer uses the public switched network facilities of a local exchange telephone company to access the terminal of the Company.

1.2.L Domestic Message Telecommunications Service (MTS)

The term "Domestic Message Telecommunications Service" denotes the furnishing of station-to-station direct dial intrastate switched network services to the Customer for the completion of long distance voice and dial up low speed data transmissions over voice grade channel from the Company's Points of Presence to domestic points as specified herein.

1.2.M Equal Access

Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

1.2.N Equal Access Code

An access code that allows the public to obtain an Equal Access connection to the carrier associated with that code.

1.2.O Local Exchange Carrier (LEC)

A Telephone Company which furnishes local exchange services.

1.2.P Measured Usage Charge or Measured Charge

A charge assessed on a per-minute basis in calculating all or a portion of the charges due for a completed call over the Company's facilities.

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1. **GENERAL**

1.2 **Definitions (Cont'd)**

1.2.Q **Other Common Carrier**

The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic or international communications service to the public.

1.2.R **Premises**

The space designated by a Customer as its place or places of business for provision of Service or for its own communications needs.

1.2.S **Service**

The offerings provided by the Company to the Customer under this Tariff.

1.2.T **Subscriber**

An Aggregator that selects the Company as the presubscribed provider of operator services for one or more locations within that Aggregator's control.

1.2.U **Subscriber Surcharge**

A surcharge imposed by the Subscriber, to be paid by the consumer, for the use of Subscriber's telephone instruments, and other facilities in obtaining access to the Company's services.

1.2.V **Telecommunications**

The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.A Scope

The Company is a carrier providing Intrastate domestic communications services to Customers for their direct transmission of voice, data and other types of telecommunications within the United States as described in this Tariff.

2.1.B Limitations

1. The Service provided pursuant to this Tariff is offered subject to the availability of facilities and the other provisions of this Tariff.
2. The Company does not undertake to transmit communications or messages, but rather furnishes facilities, Service and equipment for such transmissions by the Customer.
3. The Company retains the right to deny Service to any Customer failing to comply with the rules and regulations of this Tariff, or other applicable rules, regulations or laws.

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2. RULES AND REGULATIONS

2.2 Obligations of the Customer

- 2.2.A All Customers assume general responsibilities in connection with the provision and use of the Company's Service. General responsibilities are described in this section. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the Customer assumes the additional responsibilities as set forth in Section 2.2, herein.
- 2.2.B The Customer is responsible for the payment of all charges for any and all Services or facilities provided by the Company to the Customer.
- 2.2.C Subject to availability, the Customer may use specific codes to identify the users groups on its account and to allocate the cost of its service accordingly. The numerical composition of such codes shall be set forth by the Company to assure compatibility with the Company's accounting and automation systems and to avoid duplication of such specific codes.
- 2.2.D The Company reserves the right to discontinue the use of any code provided to the Customer and to substitute another code for such Customer's use.
- 2.2.E The Customer shall indemnify and save harmless the Company from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer using the Company's Services; and any other claim resulting from any act or omission of the Customer to the use of the Company's facilities.
- 2.2.F Nothing contained herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any Customer or person any ownership interest or proprietary right in any particular code issued by Company; provided, however, that a Customer that continues to subscribe to Company's Services will be provided a replacement code in the event such Customer's initial code is canceled.

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2. RULES AND REGULATIONS

2.2 Obligations of the Customer (Cont'd)

2.2.G The Customer shall reimburse the Company for damages to the Company's facilities caused by any negligence or willful act or acts on the part of the Customer.

2.2.H The Customer shall pay and hold the Company harmless from the payment of all charges for service ordered by the Customer from the Local Exchange Carriers or other entities for telecommunications services and/or facilities connecting the Customer and the Company.

2.2.I In the event a suit is brought by the Company, or an attorney is retained by the Company to collect any bill or enforce the terms of this Tariff against a Customer, that Customer shall be responsible for payment of all reasonable attorney's fees, court costs, costs of investigation and any and all other related costs and expenses incurred by the Company in connection therewith, as determined by a court of competent jurisdiction or the Commission.

2.2.J The Customer understands that the Services are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes, but is not limited to:

2.2.J.1 Using the Service for any purpose in violation of any law.

2.2.J.2 Obtaining or attempting to obtain services through any scheme, false representation and/or use of any fraudulent means or devices whatsoever with the intent to avoid payment, in whole or in part, of charges for Services, or assisting any other person or firm in such regard.

2.2.J.3 Attempting to, or actually obtaining, accessing, altering, or interfering with the communications and/or information by rearranging, tampering with or making any connection with any facilities of the Company or assisting any other person or firm in such regard.

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2. RULES AND REGULATIONS

2.2 Obligations of the Customer (Cont'd)

2.2.J.4 Using the Services in a manner that interferes unreasonably with the use of Service by one or more other Customers.

2.2.J.5 Using the Service to convey information deemed to be obscene, salacious, or prurient, to impersonate another person with fraudulent or malicious intent, to call another person or persons so frequently, at such times, or in such a manner as to annoy, abuse, or harass, or to convey information of a nature or in a manner that renders such conveyance unlawful.

2.2.K The Customer, not the Company, shall be responsible for compliance with FCC Rules, 47 C.F.R. Part 68, and for all maintenance of such equipment and/or facilities.

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2. RULES AND REGULATIONS

2.3 Liabilities of the Company

2.3.A

Except as stated in this Section 2.3, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this Tariff.

2.3.B

The liability of the Company for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Tariff, including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed an amount equal to the charges under this Tariff applicable to the specific call (or portion thereof) that was affected. No other liability shall attach to the Company.

2.3.C

The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; or (3) national emergencies, insurrections, riots, wars or other labor difficulties.

2.3.D

The Company shall not be liable for any act or omission of any other entity furnishing facilities, equipment, or services used by a Customer, with the Company's Services. In addition, the Company shall not be liable for any damages or losses due to the failure or negligence of any Customer or due to the failure of Customer Provided Equipment, facilities or services.

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2. RULES AND REGULATIONS

2.4 Service Orders

The Customer must place an Application for Service with the Company to initiate, cancel or change the Services provided pursuant to this Tariff. All Applications for Services must be in writing and provide, at a minimum, the following information:

- 2.4.A Customer's name(s), telephone number(s) and address(es). In the case of a corporation or partnership, a designated officer or agent shall be named as the contact person for such corporation or partnership.
- 2.4.B Name(s), address(es) and telephone number(s) of person(s) to whom notices from the Company to the Customer shall be addressed, if different from (A) above.
- 2.4.C The amount of toll service usage the Customer was billed for the two (2) months immediately preceding the request for Service if such information is applicable and available.

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2. RULES AND REGULATIONS

2.5 Charges and Payments for Service or Facilities

2.5.A Deposits

2.5.A.1 The Company will not require deposits, advance payments, prepayments or financial guarantees.

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2. **RULES AND REGULATIONS**

2.5 **Charges and Payments for Service or Facilities (Cont'd)**

2.5.B **Description of Payment and Billing Periods**

- 2.5.B.1 Service is provided and billed on a monthly basis. Service continues to be provided and billed on a monthly basis until canceled by the Customer through notice given to the Company.
- 2.5.B.2 When billing functions are performed by a Local Exchange Carrier (LEC), commercial credit card company or others, the payment conditions and requirements of such LECs apply, including any applicable interest.
- 2.5.B.3 In the event a Local Exchange Carrier, commercial credit card company or others ceases efforts to collect any amounts associated with the Company's charges, the Company may bill the Customer or the called party directly, and may utilize its own billing and collection procedures. These procedures shall be consistent with all applicable statutes, rules and regulations.

2.5.C **Taxes, Gross Revenue, Gross Income, and Gross Earnings Surcharges**

- 2.5.C.1 Sales tax is covered by state statute. Any additional applicable taxes may be covered by state or federal statutes. Such taxes may be included on Customer bills in accordance with any applicable rules of the state or federal regulatory authority.
- 2.5.C.2 In addition to all recurring, non-recurring, minimum, usage, surcharges or special charges, the Customer identified in this Tariff shall also be responsible for and shall pay all applicable federal, state and local taxes or surcharges, including sales, use, excise, gross earnings, and gross income taxes. All such taxes shall be separately shown and charged on bills rendered by Company or its billing agent. Sales and use taxes shall be applied to all charges and shall also be applied to all applicable gross earnings, gross revenue and gross income taxes.

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2. RULES AND REGULATIONS

2.5 Charges and Payments for Service or Facilities (Cont'd)

2.5.D Payment and Late Payment Charge

2.5.D.1 Payment will be due 20 days after the bill mailing date. Commencing after that due date, a late charge of up to the highest interest rate allowable by law will be applied to all amounts past due.

2.5.D.2 Collection procedures are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.

2.5.D.3 Service may be denied or discontinued at the Company's discretion for nonpayment of amounts due the Company past the due date as specified in 2.5.D.1. Restoration of Service will be subject to all applicable installation charges.

2.5.E Returned Check Charge

In cases where the Company issues direct bills to Customers, and payment by check is returned for insufficient funds, or is otherwise not processed for payment, there will be a charge as set forth herein.

2.5.F Suspension or Termination for Nonpayment

In the event of nonpayment of any bill rendered, the Company may, after fifteen (15) days written notice by U.S. mail and another written notice of termination via first class mail, five (5) days prior, suspend service to the Customer.

Section 2

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2. RULES AND REGULATIONS

2.5 Charges and Payments for Service or Facilities (Cont'd)

2.5.G Credit Allowances/Service Interruptions

- 2.5.G.1 Credit for failure of Service will be allowed only when failure is caused by or occurs in the Company's facilities or equipment owned, provided and billed for by the Company. A credit allowance is not applicable for any period during which Customer cannot utilize the Service, when the Service is interrupted by the Company for access to its facilities for the purposes of investigating and clearing troubles or maintenance.
- 2.5.G.2 Credit allowances for failure of Service or equipment starts when the Customer notifies the Company of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer by the Company.
- 2.5.G.3 The Customer shall notify the Company of Service failure or equipment failure. The Customer shall make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment or Customer provided facilities, any act, or omission of the Customer, or in wiring or equipment connected to the Customer's terminal.
- 2.5.G.4 Only those portions of the Service or equipment operation disabled will be credited.
- 2.5.G.5 Any credit provided to the Customer under this Tariff shall be determined in accordance with the provisions of Section 2.5.H.

Section 2
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2. **RULES AND REGULATIONS**

2.5 **Charges and Payments for Service or Facilities (Cont'd)**

2.5.H **Service Interruption Measurement**

2.5.H.1 **Credit Allowance**

In the event of an interruption of Service that exceeds the minimum requirements set forth in this paragraph, the Company shall make a credit allowance for a pro rata adjustment of all Service charges billed by the Company for those Services rendered inoperative by the interruption. The credit allowance will be computed by dividing the duration of the service interruption measured in twenty-four (24) hour days, from the time the interruption is reported to the Company, by a standard thirty (30) day month, and then multiplying the result by the Company's fixed monthly charges for each interrupted Service.

The credit allowance formula is as follows:

$$\frac{A}{720} \times B = \text{Credit Allowance}$$

A= Duration of service interruption measured in hours.

B= Company's fixed monthly charges for each interrupted service.

A period of time less than six (6) hours shall not be credited. In no case shall the credit exceed the total monthly charges. No adjustments will be made for periods of noncontinuous interruptions, and no other liability shall attach to the Company in consideration of such interruption to Service.

2.5.H.2 **Customer Interruptions**

A credit allowance will not be given for interruptions caused by the negligence or willful act of the Customer, or interruptions caused by failure of equipment or service not provided by the Company.

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2. **RULES AND REGULATIONS**

2.6 **Termination or Denial of Service by the Company**

2.6.A The Company may, immediately and without notice to the Customer, temporarily deny, terminate, or suspend Service to any Customer:

2.6.A.1 In the event such Customer or its agent: (a) willfully damages Company equipment and/or interferes with use of Company Service by other Customers; (b) unreasonably places capacity demands upon the Company's facilities or Service; (c) violates any statute or provision of law, any rule or regulation of any state or federal regulatory agency relating to communications; (d) otherwise fails to comply with the provisions of this Tariff or applicable law; or

2.6.A.2 In the event a Customer becomes insolvent, is the subject of any formal legal proceeding commenced in a court involving a voluntary or involuntary petition or proceeding in bankruptcy, seeks protection or relief from creditors in a formal legal proceeding after a filing for such relief, or executes an assignment for the benefit of creditors; or

2.6.A.3 In the event that the Company determines that any Service is being used fraudulently or illegally, whether by a Customer or its agent.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. **RULES AND REGULATIONS**

2.7 **Special Services**

2.7.A **General**

For the purpose of this Tariff, Special Services are deemed to be any Service requested by the Customer and provided by the Company for which there is no prescribed rate in this Tariff. Special Services charges will be developed on an individual case basis (ICB) and may be established by contract between the Company and the Customer. Such contract or ICB rates will be filed with the Commission for its approval if required by applicable rules and regulations.

2.7.B **When Applicable**

Special Services rates apply in the following circumstances:

- 2.7.B.1 If at the request of the Customer, the Company obtains facilities not normally used by the Company to provide Service to its Customer;
- 2.7.B.2 If at the request of the Customer, the Company provides technical assistance not normally required;
- 2.7.B.3 Where special signaling, conditioning, equipment, or other features are required to make Customer Provided Equipment compatible with the Company's Service;
- 2.7.B.4 When, at the specific request of the Customer, installation by the Company or its agent and/or routine maintenance is performed outside of the regular business hours.
- 2.7.B.5 If installation and/or routine maintenance are extended beyond normal business hours at the request of the Customer and these circumstances are not the fault of the Company, Special Service charges may apply. Such circumstances include, but are not limited to, stand-by in excess of one hour, weekend, holiday or nighttime cutover, and additional installation testing in excess of the normal testing required to provide Service.

Section 2

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Columbia Telecommunications, Inc. d.b.a. aXessa
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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. RULES AND REGULATIONS

2.7 Special Services (Cont'd)

2.7.C Cancellation

If a Customer orders Service requiring special facilities dedicated to the Customer's use and then cancels its order prior to the Service start date, before completion of any minimum Service periods associated with such special facilities ordered by the Company or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be made to the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such Service provided, the nonrecoverable cost of such construction shall be borne by the Customer.

2.8 Special Pricing Arrangements

Customized Service packages and competitive pricing arrangements at negotiated rates may be furnished on a case-by-case basis in response to Customer request for such proposals or for competitive bids. Special Pricing Arrangements offered under this Tariff will be provided to the Customer pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the Tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Such contracts will be filed with the Commission for approval if required by applicable rule or regulation.

2.9 Special Construction

All rates and charges quoted in this Tariff provide for the furnishing of a Service when suitable facilities are available or where the construction of the necessary facilities does not involve unusual costs. When the revenue to be derived from the Service does not warrant the Company assuming the unusual costs of providing the necessary construction, the Customer may be required to pay all or a portion of such costs and to contract for the Service for a sufficient period to warrant the construction, depending upon the circumstances in each case. The Company's charges for such special construction shall follow the same guidelines for establishing charges for Special Services as described in Section 2.8 of this Tariff.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. **RULES AND REGULATIONS**

2.10 **Inspection, Testing and Adjustment**

2.10.A The Company may, upon reasonable notice, make such tests and inspections as may be necessary to investigate the installation, operation or maintenance of the Customer's or the Company's equipment or connecting facilities. The Company may interrupt Service at any time, without penalty or liability to itself, where necessary to prevent improper use of Service, equipment, facilities, or connections.

2.10.B Upon reasonable notice, the facilities and equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for its maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made, unless such interruption exceeds four (4) hours in length.

2.11 **Directory Assistance**

2.11.A Directory Assistance will be provided by the Company as part of the Service furnished by the Company. The Customer will be billed usage at the appropriate rate when a call is placed from its telephone to directory assistance.

2.12 **Customer Complaints and Billing Disputes**

2.12.A In the event of the dispute between a Customer and the Company regarding any bill for utility service, the Company shall forthwith make such investigations as shall be required by the particular case, and report the results thereof to the Customer and, in the event the dispute is not resolved, shall inform the Customer of his or her right to file a complaint with the Commission. The South Dakota Public Utilities Commission can be reached at:

500 East Capitol
Pierre, SD 57501-5070
(605) 773-3201
(800) 332-1782

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Columbia Telecommunications, Inc.
d.b.a. aXessa

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

Notwithstanding any other provision in this tariff, the Customer shall not subject to discontinuance for nonpayment of that portion of a bill under dispute pending the completion of the investigation of the dispute by Company.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

3. **DESCRIPTION OF SERVICE**

3.1 **Service Points**

3.1.A The Company provides originating service from domestic points in the United States to domestic points identified in this Tariff.

3.1.B The Company provides terminating service from domestic points identified in this Tariff to domestic points in the United States.

3.2 **Measurements**

3.2.A **Time-of-Day Rate Period**

Time-of-Day Rate Periods are reflected in the rate found in Section 4, herein.

3.2.B **Availability of Service**

The Service is available at the rates listed in Section 4, through subscription to any of the domestic message telecommunication service offerings available from the Company. Each of these offerings utilizes the same rate schedules but have different rates and billing increments for each of the rate schedules.

3.2.C **Holiday Rates**

3.2.C.1 During the following officially recognized holidays, Evenings Rates will be applicable during all hours, except for hours when a lower rate (i.e., Night/Weekend) is applicable.

New Year's Day**	Labor Day
Memorial Day*	Thanksgiving Day
Independence Day**	Christmas Day**
Martin Luther King Day*	Columbus Day*
Presidents Day*	Veterans' Day**

* Applies to Federally observed day only.

** When this holiday falls on a Sunday, the Holiday calling rate applies to calls placed on the following Monday. When this holiday falls on a Saturday, the Holiday calling rate applies to calls placed on the proceeding Friday.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

3. DESCRIPTION OF SERVICE

3.3 Timing of Calls

3.3.A

Unless otherwise indicated in this Tariff, following the initial sixty (60) seconds, calls are timed in six (6) second increments. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer. If charged in error, the Customer will be credited. Timing begins at the "starting event" and ends at the "terminating event," unless otherwise specified. Time between the starting event and the terminating event is the call duration. The minimum call duration for a completed call is sixty (60) seconds, unless otherwise specified.

3.3.B

The starting event occurs when the Company's terminal experiences an "Incoming Signaling Protocol Successful," i.e., upon the seizure of an inbound trunk.

3.3.C

The terminating event occurs when the Company's terminal receives a signal from the Local Exchange Carrier that either the calling party or the called party has hung up.

3.3.D

There shall be no charge for unanswered calls. Upon receiving reasonable and adequate notice of billing from a Customer for any such call, the Company may issue a credit in an amount equal to the charge for the call.

3.3.E

Domestic Message Telecommunications Service rates is quoted in terms of initial and additional increments. The initial increment is the first sixty (60) seconds after connection is made. The additional increments are each six (6) seconds or any fraction thereof after the initial minute.

3.3.F

The time of day at the calling party rate center determines what Time-of-Day rate period applies.

Section 3

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

3. DESCRIPTION OF SERVICE

3.4 Computation of Distance

3.4.A All calls are rated on the basis of airline mileage locations of the caller and the called party, regardless of the call's routing.

3.4.B Airline mileage is obtained by using the "V" and "H" coordinates assigned to each point. To determine the airline distance between any two cities, the airline mileage is determined as follows:

3.4.B.1 Obtain the "V" and "H" coordinates for each city.

3.4.B.2 Obtain the difference between the "V" coordinates of each of the cities. Obtain the difference between the "H" coordinates.

3.4.B.3 Square each difference obtained in step 2, above.

3.4.B.4 Add the square of the "V" difference and the "H" difference obtained in step 3, above.

3.4.B.5 Divide the number obtained in step 4 by 10. Round to the next higher whole number if any fraction is obtained.

3.4.B.6 Obtain the square root of the whole number obtained in step 5 above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

3.5 Method of Applying Rates

3.5.A Calls that begin in one rate period and terminate in another will be billed for the entire call duration at the rate applicable at the commencement of the call.

3.5.B Unless specified otherwise in this Tariff, the duration of each call for billing purposes will be rounded off to the nearest higher minute.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

3. DESCRIPTION OF SERVICE

3.6 Promotional Discounts

The Company may from time to time offer promotional discounts. Such discounts will be for a specified period of time, will not exceed published rates, and will be offered to all qualifying Customers on a non-discriminatory basis, under any rules prescribed by the Commission. The Company will file such promotional program with the Commission.

3.7 Dialed Domestic Message Telecommunications Services

3.7.A Dialed Domestic Message Telecommunications Services are measured use, full time services and are offered on a monthly basis, utilizing Intrastate communications facilities. When appropriate access arrangements exist, these switched services are available on a presubscription (Equal Access) basis. Otherwise, the Services require that a Customer access the Company's network via an alternative access code arrangement such as "950-XXXX" plus the Customer's security code, a toll-free "1-800" telephone number with the Customer's security code, or via "1-0-1-XXXX" code with Customer security code.

3.7.B Depending upon the service option chosen by the Customer, the charges for the use of such domestic Intrastate communications facilities may be based upon the time of day, the total minutes of use and/or the distance of each call.

3.7.C All customers shall be charged the rates identified in Sections 4.2.A and 4.2.B.

3.8 Calling Card Service

3.8.A Calling Card Service permits Customers which have arranged for a Company-issued calling card to make calling card calls throughout the domestic United States through the use of a specific "1-800" telephone number provided by the Company. See Section 4.2.C, herein for rates.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

3. DESCRIPTION OF SERVICE

3.9 Operator Service

3.9.A

Operator Assisted calls consists of Collect Calls, Third Party Calls, Calling Card Calls, Room Charge Calls and Person to Person Calls. These calls shall be billed based on a measured usage charge element dependant on duration, distance and time of day and a fixed surcharge element which is dependant on the type of billing selected. See Section 4.2.D, herein for rates.

4. RATES AND CHARGES

4.1 Returned Check Charge

Customer payments by check returned for insufficient funds, or otherwise not processed for payment, will be subject to a returned check charge. Such charge will be applicable on each occasion when a check is returned or not processed.

Per Occurrence \$ 30.00

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

4. **RATES AND CHARGES**

4.2 **Rate Schedules**

4.2.A **Residential & Business Outbound Direct Dial Service**

1. **Per Minute of Use Rates**

Monthly Volume (to but not including)	Month to Month	1 Year Contract	2 Year Contract	3 Year Contract
\$ 0 - \$ 100	\$0.1200	\$0.1150	\$0.1100	\$0.1050
\$ 100 - \$ 300	\$0.1150	\$0.1100	\$0.1050	\$0.1000
\$ 300 - \$ 600	\$0.1100	\$0.1050	\$0.1000	\$0.0950
\$ 600 - \$1,000	\$0.1050	\$0.1000	\$0.0950	\$0.0900
\$1,000 - \$2,500	\$0.1000	\$0.0950	\$0.0900	\$0.0850
\$2,500 +	\$0.0900	\$0.0875	\$0.0850	\$0.0800

4.2.B **Residential & Business Inbound Service**

1. **Per Minute of Use Rates**

Monthly Volume (to but not including)	Month to Month	1 Year Contract	2 Year Contract	3 Year Contract
\$ 0 - \$ 100	\$0.1450	\$0.1400	\$0.1350	\$0.1300
\$ 100 - \$ 300	\$0.1400	\$0.1350	\$0.1300	\$0.1250
\$ 300 - \$ 600	\$0.1350	\$0.1300	\$0.1250	\$0.1200
\$ 600 - \$1,000	\$0.1300	\$0.1250	\$0.1200	\$0.1150
\$1,000 - \$2,500	\$0.1250	\$0.1200	\$0.1150	\$0.1100
\$2,500 +	\$0.1200	\$0.1150	\$0.1100	\$0.1050

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

4. RATES AND CHARGES

4.2 Rate Schedules (Cont'd)

4.2.C Calling Card Service

1. Availability of Service

The Company issues the aXessa Calling Card, and also allows Customers to utilize Calling Cards of other carriers.

2. aXessa Calling Card

Calling Card calls completed with the aXessa Calling Card are available at the rates specified below. Calling Card usage is billed in six (6) second increments.

Rate per minute \$0.20

4.2.D Operator Service Charges

1. Station to Station, per call

Dial Calling Card \$ 0.35

Operator Assisted \$ 0.30

2. Directory Assistance, per call

Local Call \$ 0.60

Toll Call \$ 0.60

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COLUMBIA TELECOMMUNICATIONS, INC.

LIST OF OFFICERS

Name/Fulling Address/Position	Location Address (For FEDEX address)	Tel Number	Fax Number
Robert A. Hart IV, Chairman of Board P.O. Box 66436 Baton Rouge, LA 70836	4615 Ninth Blvd. Baton Rouge, LA 70806	504/927-6815	504/927-6818
Thomas A. Nolas, President Columbia Telecommunications, Inc. 11823 Market Place Avenue Baton Rouge, LA 70816	11823 Market Place Avenue Baton Rouge, LA 70816	504/297-2300	54/297-2301
C. James Rogers, Executive Vice President - Finance Columbia Telecommunications, Inc. 11823 Market Place Avenue Baton Rouge, LA 70816	11823 Market Place Avenue Baton Rouge, LA 70816	504/297-2300	54/297-2301
Philip J. Chazotte, Secretary c/o 21 st Century Televis, Inc. 650 Town Center Drive, Suite 1999 Costa Mesa, CA 92626-1925	650 Town Center Drive, Suite 1999 Costa Mesa, CA 92626-1925	714/732-2178	714/732-2181
Thomas J. Palmer, Chief Operating Officer Columbia Telecommunications, Inc. 4400 North Federal Hwy., Suite 306 Boca Raton, FL 33431	4400 North Federal Hwy., Suite 306 Boca Raton, FL 33431	561/417-4707	561/417-4708
Harold G. Covillion, Chief Financial Officer 338 Cornell Avenue Baton Rouge, LA 70806	338 Cornell Avenue Baton Rouge, LA 70806	Office 504/765-2880 Home 504/766-7139 Office FAX 504/763-3301	
D. Allan Madsen, Chief Administrative Columbia Telecommunications, Inc. 1340 Poydras Street, Suite 330 New Orleans, LA 70112	1340 Poydras Street, Suite 330 New Orleans, LA 70112	504/598-6699	504/598-1080
Larson D. Madsen, Vice President & General Manager Columbia Telecommunications, Inc. 1340 Poydras Street, Suite 330 New Orleans, LA 70112	1340 Poydras Street, Suite 330 New Orleans, LA 70112	504/598-6699	504/598-1080

COLUMBIA TELECOMMUNICATIONS, INC.

BOARD OF DIRECTORS

<u>Name/Mailing Address/Position</u>	<u>Location Address (for FEDEX address)</u>	<u>Tel Number</u>	<u>Fax Number</u>
* Robert A. Hart IV, Chairman of Board P.O. Box 66436 Baton Rouge, LA 70896	4615 North Blvd. Baton Rouge, LA 70806	504/927-6815	504/927-6818
* Philip J. Chaszar, Director c/o 21 st Century Televis, Inc. 630 Town Center Drive, Suite 1999 Costa Mesa, CA 92626-1925	630 Town Center Drive, Suite 1999 Costa Mesa, CA 92626-1925	714/752-2178	714/752-2181
Richard Gill, Director c/o Campi-Pleasant Hill Telephone P.O. Box 270 Pleasant Hill, LA 71065	8350 Stoddard Street Pleasant Hill, LA 71065	318/796-3355	318/796-3383
Kenneth Goolsby, Director c/o Brazoria Telephone Company P.O. Box 2008 Brazoria, TX 77422-2008	314 West Texas Street Brazoria, TX 77422	409/798-2121	409/798-7801
John H. Greenberg, Director c/o Brazoria Telephone Company P.O. Box 2008 Brazoria, TX 77422-2008	314 West Texas Street Brazoria, TX 77422	409/798-2121	409/798-30005
* D. Allyn Madson, Director P.O. Box 302 Reserve, LA 70084	120 Toni Street Reserve, LA 70084	504/536-4444	504/536-6373
Jack McClanahan, Director 1504 Engineers Road Belle Chasse, LA 70037	1504 Engineers Road Belle Chasse, LA 70037	504/392-5995	504/392-5973
Joseph A. Miller III, Director c/o Georgetown Telephone Co., Inc. P.O. Box 137 Georgetown, MS 39078	East Railroad Avenue Georgetown, MS 39078	601/858-2211	601/858-2233
* Thomas A. Nelson, Director Columbia Telecommunications, Inc. 11823 Market Place Avenue Baton Rouge, LA 70816	11823 Market Place Avenue Baton Rouge, LA 70816	504/297-2500	54/297-2501
* C. James Rogers, Director Columbia Telecommunications, Inc. 11823 Market Place Avenue Baton Rouge, LA 70816	11823 Market Place Avenue Baton Rouge, LA 70816	504/297-2500	54/297-2501
Vincent E. Standeman, Director C/o Martin Standeman & Associates P.O. Box 55905 Birmingham, AL 35255-5905	2700 Hwy. 280 East, Suite 310 Birmingham, AL 35255	205/871-7732	205/871-7831

COLUMBIA TELECOMMUNICATIONS, INC.
(A DEVELOPMENT STAGE COMPANY)

STATEMENTS OF CASH FLOWS
YEAR ENDED SEPTEMBER 30, 1998,
PERIOD FROM INCEPTION THROUGH SEPTEMBER 30, 1997, AND
FROM INCEPTION THROUGH SEPTEMBER 30, 1998

	Year Ended 1998	Period Ended 1997	From Inception Through September 30, 1998
CASH FLOWS FROM OPERATING ACTIVITIES			
Net loss	\$ (2,178,181)	\$ (1,745,119)	\$ (3,923,300)
Adjustments to reconcile net loss to net cash used in operating activities:			
Depreciation	7,697	-	7,697
Issuance of common stock in exchange for services	208,530	50,000	258,530
Change in operating assets and liabilities:			
Deposits	(52,052)	(9,202)	(61,254)
Prepaid taxes	(2,580)	-	(2,580)
Accounts payable	23,159	1,000,000	1,023,159
Salaries payable	40,401	-	40,401
Due to affiliated companies	-	56,933	56,933
Payroll taxes payable	6,788	88	6,876
Net cash used in operating activities	<u>(1,946,238)</u>	<u>(647,300)</u>	<u>(2,593,538)</u>
CASH FLOWS FROM INVESTING ACTIVITIES			
Purchases of equipment and leasehold	(977,618)	(16,605)	(994,223)
Purchase of certificates of deposit	(233,000)	-	(233,000)
Net cash used in investing activities	<u>(1,210,618)</u>	<u>(16,605)</u>	<u>(1,227,223)</u>
CASH FLOWS FROM FINANCING ACTIVITIES			
Proceeds from the issuance of common stock	3,768,966	1,700,625	5,469,591
Commissions paid to broker-dealers	(594,239)	(153,000)	(747,239)
Increase in amounts due to stockholders	-	202,939	202,939
Net cash provided by financing activities	<u>3,174,727</u>	<u>1,750,564</u>	<u>4,925,291</u>
Increase in cash and cash equivalents	17,871	1,086,659	1,104,530
Cash and cash equivalents at beginning year and at inception	1,086,659	-	-
Cash and cash equivalents at September 30	<u>\$ 1,104,530</u>	<u>\$ 1,086,659</u>	<u>\$ 1,104,530</u>

Supplemental Cash Flow Disclosure:

During the year ended September 30, 1998, equipment was purchased for approximately \$2,667,000 and is owed to the vendors as of September 30, 1998.

The accompanying notes are an integral part of these statements.



COLUMBIA TELECOMMUNICATIONS, INC.
(A DEVELOPMENT STAGE COMPANY)
BATON ROUGE, LOUISIANA

STATEMENTS OF STOCKHOLDERS' EQUITY
FOR THE YEAR ENDED SEPTEMBER 30, 1998
AND PERIOD FROM THE DATE OF INCEPTION THROUGH SEPTEMBER 30, 1997

	<u>Number of Shares</u>	<u>Par Value</u>	<u>Additional Paid-In Capital</u>
Stock issued for services provided in connection with the formation of the Company (@ \$.01 par value)	3,647,000	\$ 36,470	\$ (36,470)
Stock issued in exchange for professional services (@ \$2.50 per share)	20,000	200	49,800
Issuance of stock subscriptions and receipt of proceeds, net of commissions (@ \$2.50 per share)	-	-	-
Issuance of stock subscriptions (@ \$2.50 per share)	-	-	-
Net loss	-	-	-
Balance - September 30, 1997	3,667,000	36,670	13,330
Additional stock issued for services provided in connection with the formation of the Company (@ \$.01 par value)	325,000	3,250	(3,250)
Issuance of stock previously subscribed (Including certain changes in subscriptions) (@ \$2.50 per share net of commissions)	620,249	6,202	1,461,829
Issuance of stock for cash, net of commissions (552,338 shares @ \$2.50 and 398,019 shares @ \$6.00)	950,357	9,504	3,244,811
Stock issued in exchange for professional services (74,299 shares @ \$2.50 and 3,797 shares @ \$6.00)	78,096	781	207,749
Net loss	-	-	-
Balance - September 30, 1998	<u>5,640,702</u>	<u>\$ 56,407</u>	<u>\$ 4,924,469</u>

The accompanying notes are an integral part of these statements.

<u>Deficit Accumulated During the Development Stage</u>	<u>Stock Subscribed</u>	<u>Stock Subscriptions Receivable</u>	<u>Total</u>
\$ -	\$ -	\$ -	\$ -
-	-	-	50,000
-	1,468,031	-	1,468,031
-	150,000	(150,000)	-
<u>(1,745,119)</u>	<u>-</u>	<u>-</u>	<u>(1,745,119)</u>
(1,745,119)	1,618,031	(150,000)	(227,088)
-	-	-	-
-	(1,618,031)	150,000	-
-	-	-	3,254,315
-	-	-	208,530
<u>(2,178,181)</u>	<u>-</u>	<u>-</u>	<u>(2,178,181)</u>
<u>\$ (3,923,300)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,057,576</u>

The New Age Of Business Communications

For the past 121 years,
the Bell monopoly on the
telecommunications
industry left customers no
choice for local service
options. With the recent
take-up call from
derogation, the sleeping
giant no longer rises the land.
Now you have a choice when
seeking a quality access
provider for your company's
communications systems.

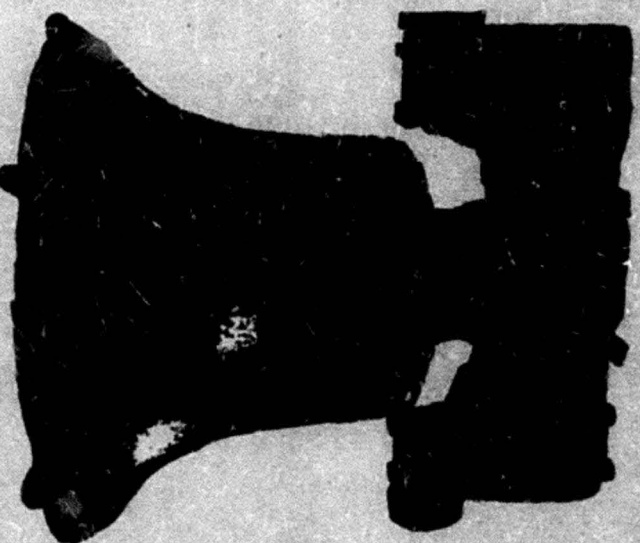
axessa

Axessa Provides Customers More Communication Products And Services Than Any Other Single Telecommunications Company, Included Are:

- Local Phone Services
- Long Distance Services
- 800 Toll Free Numbers
- Payphone
- Wireless
- Internet Access
- ISDN Lines
- Calling Cards
- Customer Premise Equipment

axessa

Nile Buckley



**['The Liberty Bell.'
An oxymoron.']**

axessa

Axessa The All-In-One Communications Company

Introducing Axessa, the agile communications company offering businesses reliable local, long distance, Internet access, paging and wireless phone service. All from one company in a bill that is designed to be easily read.



Put The Power Of Our Network To Work For Your Business

Through our Integrated Access Platform, we connect you to all of the communication services and applications you need to conduct business. When you connect to our platform, you acquire the power and flexibility of our

to get the strength of a common dialing plan along all of your locations and premises alignment. You also get the power to reroute files in case of overload or emergency. And the flexibility of our system allows you to add new features or services, like ISDN, to an already served by a PRI.

the power of the Integrated Access Platform via from a unique feature of our Lucent technologies SESS-2000 switch, which allows to add layers of intelligence over your communications system.

Our Lucent Technologies equipment uses a system called Intelligent Trunking, which provides a new third tier of call completion redundancy. If there's ever a power failure on your premises equipment or facilities connecting you to the central office, your calls can be routed to another location, an answering service, or even a disaster recovery site.



Increasing Your Customers' Satisfaction

Multi-service integration opens a whole new world of features and applications to increase the efficiency of your business. These features and applications also ensure you're never out of touch with your customers and suppliers.

Superior Access, Pure And Simple

Axessa ensures you have:

Security for all your communications

Simplicity for your complex telecommunications requirements.

Flexibility to design the services and applications that you need.



A Higher Level Of Customer Care

Our advanced switching systems from Lucent Technologies, combined with a knowledgeable sales staff and technicians make us the right choice for your business. Absent of binding contracts, Axessa provides the absolute best in personal service at a very competitive price.

We provide you with all you need to make your business telecommunications run more effectively. We enhance your productivity and provide you with new opportunities for growth through the absolute best in leading-edge technology.

Welcome To The New Age In Business Communications.

No matter how big or small your business is, we can enhance your communications systems' efficiency, giving your business the edge you need to stay on top.

Now that the Bell system no longer has a monopoly on communications systems, your business will celebrate Independence Day every day.

COMPETITIVE COMMUNICATIONS GROUP

June 18, 1999

South Dakota Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, SD 57501-5070
Attn: Bob Kanal

RECEIVED

JUN 21 1999

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Re: Application for Authority to Provide Interexchange Telecommunications Services
for Columbia Telecommunications, Inc. d.b.a. aXessa - Docket No. TC99-052

On behalf of Columbia Telecommunications, Inc., enclosed for filing please find the
revised tariff pages as requested.

1. aXessa is targeting business customers only.
2. aXessa does not engage in multilevel marketing.

Should you have any questions concerning this filing, please contact me at 301-699-5300.

Respectfully submitted,


MiShaunti Jarrett
Regulatory Specialist

Enclosure

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. RULES AND REGULATIONS

2.3 Liabilities of the Company

- 2.3.A The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; or (3) national emergencies, insurrections, riots, wars or other labor difficulties.
- 2.3.B The Company shall not be liable for any act or omission of any other entity furnishing facilities, equipment, or services used by a Customer, with the Company's Services. In addition, the Company shall not be liable for any damages or losses due to the failure or negligence of any Customer or due to the failure of Customer Provided Equipment, facilities or services.

Issued:
Issued by:

Allynn Madere/CAO
Columbia Telecommunications, Inc. d.b.a. aXessa
11823 Market Place Avenue
Baton Rouge, LA 70896

Effective:

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. **RULES AND REGULATIONS**

2.5 **Charges and Payments for Service or Facilities (Cont'd)**

2.5.D **Payment and Late Payment Charge**

2.5.D.1 Payment will be due 20 days after the bill mailing date. Commencing after that due date, a late charge of up to the highest interest rate allowable by law will be applied to all amounts past due.

2.5.D.2 Collection procedures are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.

2.5.D.3 Service may be denied or discontinued at the Company's discretion for nonpayment of amounts due the Company past the due date as specified in 2.5.D.1. Restoration of Service will be subject to all applicable installation charges.

2.5.E **Returned Check Charge**

In cases where the Company issues direct bills to Customers, and payment by check is returned for insufficient funds, or is otherwise not processed for payment, there will be a charge as set forth herein.

2.5.F **Suspension or Termination for Nonpayment**

In the event of nonpayment of any bill rendered, the Company may, after fifteen (15) days written notice by U.S. mail and another written notice of termination via first class mail, five (5) days prior, suspend service to the Customer.

Issued:

Issued by:

Allynn Maderre/CAO
Columbia Telecommunications, Inc. d.b.a. aXessa
11823 Market Place Avenue
Baton Rouge, LA 70896

Effective:

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. RULES AND REGULATIONS

2.5 Changes and Payments for Service or Facilities (Cont'd)

2.5.G Credit Allowances/Service Interruptions

2.5.G.1

Credit for failure of Service will be allowed only when failure is caused by or occurs in the Company's facilities or equipment owned, provided and billed for by the Company. A credit allowance is not applicable for any period during which Customer cannot utilize the Service, when the Service is interrupted by the Company for access to its facilities for the purposes of investigating and clearing troubles or maintenance.

2.5.G.2

Credit allowances for failure of Service or equipment starts when the Customer notifies the Company of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer by the Company.

2.5.G.3

The Customer shall notify the Company of Service failure or equipment failure. The Customer shall make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment or Customer provided facilities, any act, or omission of the Customer, or in wiring or equipment connected to the Customer's terminal.

2.5.G.4

Only those portions of the Service or equipment operation disabled will be credited.

2.5.G.5

Any credit provided to the Customer under this Tariff shall be determined in accordance with the provisions of Section 2.5.H.

Issued:

Effective:

Issued by:

Allynn Madene/CAO
Columbia Telecommunications, Inc. d.b.a. aXessa
11823 Market Place Avenue
Baton Rouge, LA 70895

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. **RULES AND REGULATIONS**

2.5 **Changes and Payments for Service or Facilities (Cont'd)**

2.5.H **Service Interruption Measurement**

2.5.H.1 **Credit Allowance**

In the event of an interruption of Service that exceeds the minimum requirements set forth in this paragraph, the Company shall make a credit allowance for a pro rata adjustment of all Service charges billed by the Company for those Services rendered inoperative by the interruption. The credit allowance will be computed by dividing the duration of the service interruption measured in twenty-four (24) hour days, from the time the interruption is reported to the Company, by a standard thirty (30) day month, and then multiplying the result by the Company's fixed monthly charges for each interrupted Service.

The credit allowance formula is as follows:

$$\frac{A}{720} \times B = \text{Credit Allowance}$$

A= Duration of service interruption measured in hours.

B= Company's fixed monthly charges for each interrupted service.

A period of time less than six (6) hours shall not be credited. In no case shall the credit exceed the total monthly charges. No adjustments will be made for periods of noncontinuous interruptions.

2.5.H.2 **Customer Interruptions**

A credit allowance will not be given for interruptions caused by the negligence or willful act of the Customer, or interruptions caused by failure of equipment or service not provided by the Company.

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Effective:

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. RULES AND REGULATIONS

2.5 Charges and Payments for Service or Facilities (Cont'd)

2.5.H Service Interruption Measurement

2.5.H.1 Credit Allowance

In the event of an interruption of Service that exceeds the minimum requirements set forth in this paragraph, the Company shall make a credit allowance for a ~~net rate~~ adjustment of all Service charges billed by the Company for those Services rendered inoperative by the interruption. The credit allowance will be computed by dividing the duration of the service interruption measured in twenty-four (24) hour days, from the time the interruption is reported to the Company, by a standard thirty (30) day month, and then multiplying the result by the Company's fixed monthly charges for each interrupted Service.

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Issued:
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Effective:

Allynn Madere/CAO
Columbia Telecommunications, Inc. d.b.a. aXcessa
11823 Market Place Avenue
Baton Rouge, LA 70896

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. RULES AND REGULATIONS

2.6 Termination or Denial of Service by the Company

2.6.A The Company may, immediately and without notice to the Customer, temporarily deny, terminate, or suspend Service to any Customer:

2.6.A.1 In the event such Customer or its agent: (a) willfully damages Company equipment and/or interferes with use of Company Service by other Customers; (b) unreasonably places capacity demands upon the Company's facilities or Service; (c) violates any statute or provision of law, any rule or regulation of any state or federal regulatory agency relating to communications; (d) otherwise fails to comply with the provisions of this Tariff or applicable law; or

2.6.A.2 In the event a Customer becomes insolvent, is the subject of any formal legal proceeding commenced in a court involving a voluntary or involuntary petition or proceeding in bankruptcy, seeks protection or relief from creditors in a formal legal proceeding after a filing for such relief, or executes an assignment for the benefit of creditors; or

2.6.A.3 In the event that the Company determines that any Service is being used fraudulently or illegally, whether by a Customer or its agent.

Issued:
Issued by:

Allynn Madere/CAO
Columbia Telecommunications, Inc. d.b.a. aXessa
11823 Market Place Avenue
Baton Rouge, LA 70896

Effective:

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. **RULES AND REGULATIONS**

2.10 **Inspection, Testing and Adjustment**

2.10.A The Company may, upon reasonable notice, make such tests and inspections as may be necessary to investigate the installation, operation or maintenance of the Customer's or the Company's equipment or connecting facilities. The Company may interrupt Service at any time, without penalty or liability to itself, where necessary to prevent improper use of Service, equipment, facilities, or connections.

2.10.B Upon reasonable notice, the facilities and equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for its maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made, unless such interruption exceeds four (4) hours in length.

2.11 **Directory Assistance**

2.11.A Directory Assistance will be provided by the Company as part of the Service furnished by the Company. The Customer will be billed usage at the appropriate rate when a call is placed from its telephone to directory assistance.

2.12 **Customer Complaints and Billing Disputes**

2.12.A In the event of the dispute between a Customer and the Company regarding any bill for utility service, the Company shall forthwith make such investigations as shall be required by the particular case, and report the results thereof to the Customer and, in the event the dispute is not resolved, shall inform the Customer of his or her right to file a complaint with the Commission. The South Dakota Public Utilities Commission can be reached at:

500 East Capitol
Pierre, SD 57501-5070
(605) 773-3301
(800) 332-1702

Notwithstanding any other provision in this tariff, the Customer shall not be subject to discontinuance for nonpayment of that portion of a bill under dispute pending the completion of the investigation of the dispute by Company.

Issued:

Issued by:

Allynn Madore/CAO
Columbia Telecommunications, Inc. d.b.a. aXessa
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Baton Rouge, LA 70896

Effective:

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

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Baton Rouge, LA 70896

Effective:

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3. **DESCRIPTION OF SERVICE**

3.1 **Service Points**

3.1.A The Company provides originating service from domestic points in the United States to domestic points identified in this Tariff.

3.1.B The Company provides terminating service from domestic points identified in this Tariff to domestic points in the United States.

3.2 **Measurements**

3.2.A **Time-of-Day Rate Period**

Time-of-Day Rate Periods are reflected in the rate found in Section 4, herein.

3.2.B **Availability of Service**

The Service is available at the rates listed in Section 4, through subscription to any of the domestic message telecommunication service offerings available from the Company. Each of these offerings utilizes the same rate schedules but have different rates and billing increments for each of the rate schedules.

3.2.C **Holiday Rates**

3.2.C.1 During the following officially recognized holidays, Evenings Rates will be applicable during all hours, except for hours when a lower rate (*i.e.*, Night/Weekend) is applicable.

New Year's Day**	Labor Day
Memorial Day*	Thanksgiving Day
Independence Day**	Christmas Day**
Martin Luther King Day*	Columbus Day*
Presidents Day*	Veterans' Day**

* Applies to Federally observed day only.

** When this holiday falls on a Sunday, the Holiday calling rate applies to calls placed on the following Monday. When this holiday falls on a Saturday, the Holiday calling rate applies to calls placed on the proceeding Friday.

Issued:

Issued by:

Allynn Madere/CAO
Columbia Telecommunications, Inc. d.b.a. aXessa
11823 Market Place Avenue
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Effective:

COMPETITIVE COMMUNICATIONS GROUP

July 18, 1999

RECEIVED

JUL 13 1999

South Dakota Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, SD 57501-5070
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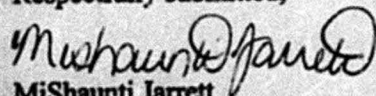
**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Re: Application for Authority to Provide Interexchange Telecommunications Services
for Columbia Telecommunications, Inc. d.b.a. aXessa - Docket No. TC99-052

On behalf of Columbia Telecommunications, Inc., enclosed please find a copy a
Certificate of Authority in association with the above referenced docket.

Should you have any questions, please contact me at 301-699-5300.

Respectfully submitted,



MiShaunti Jarrett
Regulatory Specialist

Enclosure

State of South Dakota

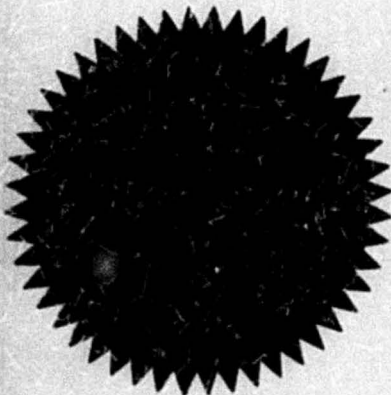


OFFICE OF THE SECRETARY OF STATE

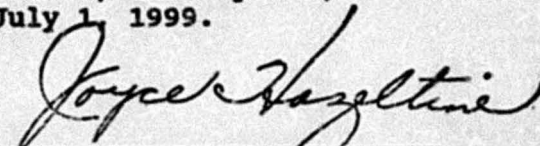
CERTIFICATE OF AUTHORITY

I, JOYCE HAZELTINE, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of COLUMBIA TELECOMMUNICATIONS, INC. (DE) 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 July 1, 1999.


JOYCE HAZELTINE
Secretary of State

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

IN THE MATTER OF THE APPLICATION OF)
COLUMBIA TELECOMMUNICATIONS, INC.)
D.B.A AXESSA FOR A CERTIFICATE OF)
AUTHORITY TO PROVIDE)
TELECOMMUNICATIONS SERVICES IN)
SOUTH DAKOTA)

ORDER GRANTING
CERTIFICATE OF
AUTHORITY

TC99-052

On April 30, 1999, 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 Columbia Telecommunications, Inc. d.b.a. aXessa (aXessa).

aXessa intends to offer interexchange services, including both inbound and outbound intraLATA toll services. A proposed tariff was filed by aXessa. The Commission has classified long distance service as fully competitive.

On May 6, 1999, the Commission electronically transmitted notice of the filing and the intervention deadline of May 21, 1999, to interested individuals and entities. No petitions to intervene or comments were filed and at its July 13, 1999, meeting, the Commission considered aXessa's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to the condition that aXessa not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission.

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 aXessa has met the legal requirements established for the granting of a certificate of authority. aXessa has, in accordance with SDCL 49-31-3, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota. The Commission approves aXessa's application for a certificate of authority, subject to the condition that aXessa not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. As the Commission's final decision in this matter, it is therefore

ORDERED, that aXessa's application for a certificate of authority is hereby granted, subject to the condition that aXessa not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. It is

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

Dated at Pierre, South Dakota, this 16th day of July, 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 first class mail, in properly addressed envelopes, with charges prepaid thereon.

By: Nelaine Kaelo

Date: 7/19/99

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
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 July 13, 1999
Docket No. TC99-052

This is to certify that

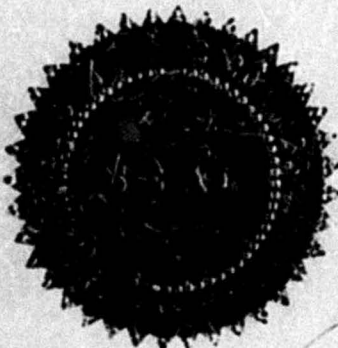
COLUMBIA TELECOMMUNICATIONS, INC. D.B.A. AXESSA

is authorized to provide telecommunications services in South Dakota.

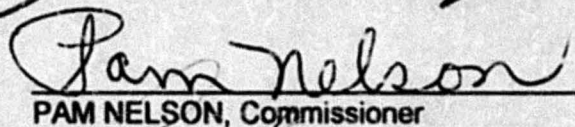
This certificate is issued in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, and is subject to all of the conditions and limitations contained in the rules and statutes governing its conduct of offering telecommunications services.

Dated at Pierre, South Dakota, this 16th day of July, 1999.

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**




JAMES A. BURG, Chairman


PAM NELSON, Commissioner


LASKA SCHOENFELDER, Commissioner

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

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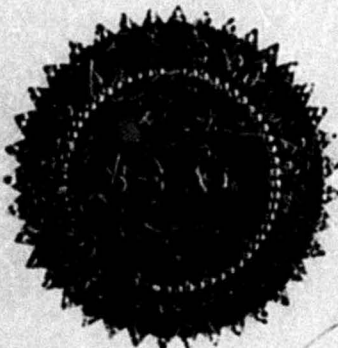
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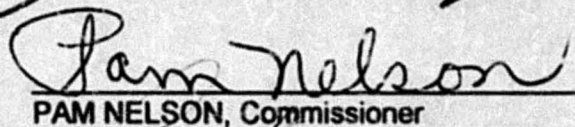
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**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**




JAMES A. BURG, Chairman


PAM NELSON, Commissioner


LASKA SCHOENFELDER, Commissioner

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

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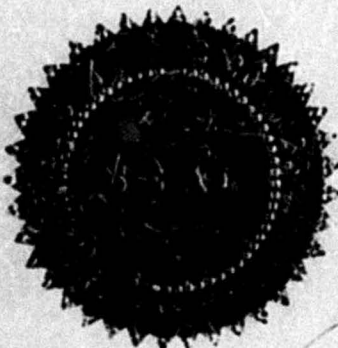
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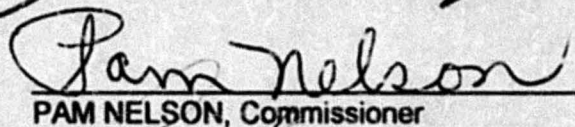
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