

CH/17

TC99-104

DOCKET NO.

In the Matter of

**IN THE MATTER OF THE
APPLICATION OF CONNECTIL, INC.
FOR A CERTIFICATE OF AUTHORITY
TO PROVIDE TELECOMMUNICATIONS
SERVICES IN SOUTH DAKOTA**

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
11/4 99	Filed and Docketed;
11/12 99	Weekly filing;
12/1 99	Reviewed Tariff Pages;
12/27 99	Reviewed Tariff Pages;
1/12 00	Order Granting C.O.A.;
1/12 00	Docket Closed.

TC99-104



November 2, 1999
VIA OVERNIGHT DELIVERY

RECEIVED

NOV 04 1999

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

210 N. Park Ave.
Winter Park, FL
32789

P.O. Drawer 200
Winter Park, FL
32790-0200

Tel: 407-740-8575

Fax: 407-740-0613

tmi@tminc.com

Mr. William Bullard, Jr.
Executive Director
South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57501

RE: Application of Connect!LD, Inc., of a Registration for Authority to Provide Intrastate Telecommunications Services within the State of South Dakota

Dear Mr. Bullard:

Enclosed for filing are the original and ten (10) copies of a Registration for Authority to Provide Intrastate Telecommunications Services within the State of South Dakota, filed on behalf of Connect!LD, Inc. Also enclosed is a Technologies Management check for the filing fee of \$250.00.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the enclosed self-addressed stamped envelope provided for that purpose. Any questions you may have regarding the above filing should be directed to my attention at (407) 740-8575.

Sincerely,

Carey Roesel
Consultant to Connect!LD, Inc.

CR:gs
Enclosures

cc: Carole Hamon - CCC
file: CCC - SD IXC
tms: sdi9900

BEFORE THE SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION

TC99-104

Registration of)
Connect!LD, Inc.)
for Authority to Provide Intrastate)
Telecommunications Services)
within the State of South Dakota)

Docket No. _____

Pursuant to Rule 20:10:24:02 of the Commission's Telecommunications Services Rules, Connect!LD, Inc. ("Connect!LD" or "Applicant") submits the following registration information:

1. The name, address and telephone number of the applicant.

Connect!LD, Inc.
124 West Capitol, Suite 250
Little Rock, Arkansas 72201
Telephone: (501) 401-7700
Facsimile: (501) 401-7799

2. The name under which the Applicant will provide these services if different than in subdivision (1) of this section:

None.

3. If the applicant is a corporation:

- (a) The state in which it is incorporated, the date of incorporation and a copy of its certificate of incorporation or, if it is an out-of-state corporation, a copy of its certificate of authority.

Connect!LD, Inc. ("Connect!LD") was incorporated August 12, 1998, under the laws of the State of Nevada. A copy of the Applicant's Certificate of Authority to operate in South Dakota is provided in Attachment I. A copy of the applicant's Articles of Incorporation are provided as Attachment II.

(b) The location of its principal office, if any, in this state and the name and address of its current registered agent.

Principal office in South Dakota: None

Registered Agent: C T Corporation System

(c) The names and addresses of any corporation, association, partnership, cooperative, or individual holding a 20 percent or greater ownership or management interest in the applicant corporation and the amount and character of the ownership or management interest:

Connect Holding Corporation - 100% ownership of ConnectIL.D, Inc.
Ted L. Snider, Jr., is the sole stockholder of Connect Holding Corporation.

(d) The names and addresses of subsidiaries owned or controlled by the applicant:

None

4. If the applicant is a partnership, the name, title and business address of each partner, both general and limited:

Not applicable.

5. A specific description of the telecommunications services the applicant intends to offer: ConnectIL.D, Inc. will provide presubscribed "1+" and toll free inbound services throughout the State of South Dakota. Initially, service will be targeted towards business customers but the company will offer service to residential subscribers as well. Intrastate service is offered as an add-on to ConnectIL.D, Inc.'s interstate service.

ConnectIL.D, Inc. will install its switch-based network utilizing various compliant technologies and platforms. Calls will then be routed to an MCI or WorldCom, or other underlying carrier the Company may select, point of presence for termination to the called location. ConnectIL.D, Inc. will be responsible for the switching, billing and jurisdictional reporting of all customer traffic.

Service is available 24 hours a day, seven days a week. Calls may originate from any standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location.

Connect!LD has never had any slamming complaints. Connect!LD Customers may reach its Customer Service Department by dialing 1-877-200-5022.

A copy of Connect!LD's services are described more fully in its proposed tariff provided as Attachment IV.

6. **A detailed statement of the means by which the applicant will provide its services, including the type and quantity of equipment to be used in the operation, the capacity, and the expected used of the equipment:**

Connect!LD, Inc. will install its switch-based network utilizing various compliant technologies and platforms. The Company will be utilizing SSG/TNT and Mitel GX5000 switches. Calls will then be routed to an MCI or WorldCom, or other underlying carrier the Company may select, point of presence for termination to the called location.

7. **The geographic areas in which the services are, or will be, offered, including a map describing the service boundaries:**

Connect!LD intends to offer service throughout the entire state of South Dakota.

8. **A current balance sheet and income statement; a copy of the applicant's latest annual report; a copy of the applicant's report to stockholders; and a copy of the applicant's tariff with the terms and conditions of service:**

Connect!LD has sufficient financial capability to provide the requested telecommunication services in the State of South Dakota, the financial capability to maintain these services, and the financial capability to meet its lease and ownership obligations.

Connect!LD is a wholly owned subsidiary of Connect Holding Corporation (CHC). CHC does not operate in any jurisdiction and has no independent source of income. CHC has the same ownership and management as Connect Communications Corporation (CCC). Connect!LD is relying upon the financial resources of its affiliate, CCC. Financial

information for CCC is attached as Attachment III.

CCC is a relatively new enterprise itself, with financial data that only extends back to 1998 because that is the first year it was in existence. Although CCC is not yet profitable, the company clearly has assets that can sustain the relatively modest investments required of Connect!LD. Like many start up companies, CCC's indebtedness is to owners whose vested interest is to continue to finance operations through to profitability. The direct holding company, CHC, has no income or revenue to report and, therefore, has no financial statements prepared to date. All financial bookkeeping is maintained according to GAAP. Connect!LD offers its most recent set of financials included .

The terms and conditions of service as well as all rates are provided in the Applicant's proposed tariff in Attachment IV.

9. **The names and addresses of the applicant's representatives to whom all inquiries should be made regarding complaints and regulatory matters and a description of how the applicant handles customer billings and customer service matters:**

For inquiries regarding this application and tariff, contact:

Carey Roesel
Consultant to Connect!LD, Inc.
Technologies Management, Inc.
P.O. Box 200
Winter Park, Florida 32790-0200
Phone: (407) 740-8575
Fax: (407) 740-0613

For all other matters, contact:

Mrs. Cindy Lee, Manager of Regulatory Affairs
Connect Communications Corporation
124 West Capitol, Suite 250
Little Rock, Arkansas 72201
Telephone: (501) 401-7760
Facsimile: (501) 401-7799
Toll Free: (877) 200-5022

Ms. Glenda Bunch, Business Manager (Customer Complaints)
Toll Free: (877) 200-5022

10. A list of the states in which the applicant is registered or certified to do business and if the applicant has ever been denied registration or certification in any state and the reasons for the denial:

STATE	APPROVAL DATE
Arizona	Pending
Arkansas	July 21, 1998
California	August 30, 1999
Colorado	Registered
Connecticut	Registered
Delaware	Pending
Florida	Pending
Idaho	July 26, 1999
Indiana	Pending
Illinois	Pending
Louisiana	Pending
Maine	Pending
Massachusetts	Pending
Maryland	Pending
Michigan	Registered
Minnesota	Pending
Missouri	Pending
Montana	Registered
Nevada	September 13, 1999
New Hampshire	September 16, 1999
New Jersey	Pending
New Mexico	October 19, 1999
New York	Pending
Oklahoma	Pending
Oregon	September 24, 1999
Pennsylvania	Pending (Provisional authority granted)
Rhode Island	August 9, 1999
South Carolina	Pending
Utah	Not regulated
Texas	August 28, 1999
Washington	September 8, 1999
Wisconsin	Pending

The Company has not been denied authority to operate in any state nor has it been issued a cease and desist order by any state.

- 11. A detailed description of how the applicant intends to market its services, the qualifications of its marketing sales personnel, its target market, whether the applicant engages in any multilevel marketing and copies of any company brochures used to assist in the sale of services:**

Connect!LD, Inc., will initially use its in-house sales staff and will offer a compensation package which includes a sales incentive component. The Company may use commission-based sales agents in the future. The Company does not engage in any multilevel marketing.

- 12. Cost support for rates shown in the company's tariff for all noncompetitive or emerging competitive services:**

Cost support information is provided in Attachment V.

ATTACHMENT I

Connect!LD, Inc.

Authority to Operate in South Dakota

SOUTH DAKOTA SECRETARY OF STATE

OFFICIAL RECEIPT

NUMBER 793736

FORM OF PAYMENT CHECK
CHECK NBR 141043794

DATE 05/11/1999
AMOUNT \$ 90.00
BY STKEWAR

CT CORPORATION SYSTEM
120 S CENTRAL AVE
CLAYTON MO 63105

THIS RECEIPT IS IN REFERENCE TO:
CONNECT!LD, INC.

TRANSACTION DESCRIPTION

	AMOUNT
CERTIFICATE OF AUTHORITY.....	\$ 90.00

Secretary of State

State Capitol, Ste 204
500 East Capitol Avenue
Pierre, South Dakota
57501-5070
sdsos@state.sd.us



JOYCE HAZELTINE
Secretary of State

TOM LECKEY
Deputy

FROM: Joyce Hazeltine, Secretary of State
Corporations

RE: FOREIGN CORPORATION

The application for certificate of authority has been received and filed on behalf of the name enclosed.

Enclosed is the Certificate attached to the duplicate application along with a receipt for the filing fee.

SDCL: 47-9-3 requires the filing of a corporate annual report with our office between the anniversary date of qualification and prior to the first day of the second month following. The report is due the year following qualification. An annual report form will be mailed to the corporate address listed in number five on the application for timely filing. Please contact our office if the corporate address changes or if the form is not received.

Thank you.

<http://www.state.sd.us/sos/sos.htm>

Administration
(605) 773-3537
Fax (605) 773-6880
Toll Free 1-800-773-6880

Corporations
(605) 773-4845
Fax (605) 773-4550

Uniform Commercial Code
(605) 773-4422
Fax (605) 773-4550

State of South Dakota



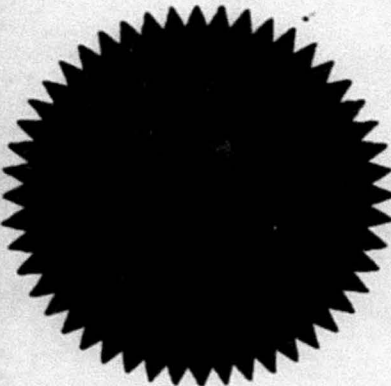
OFFICE OF THE SECRETARY OF STATE

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 CONNECT!LD, INC. (NV) 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 May 10, 1999.



Joyce Hazeltime
JOYCE HAZELTINE
Secretary of State

SECRETARY OF STATE
STATE CAPITOL
500 E. CAPITOL
PIERRE, S.D. 57501-0077
605-773-4846
FAX (605) 773-4850

FILE NO. _____
RECEIPT NO. _____

APPLICATION FOR CERTIFICATE OF AUTHORITY

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

(1) The name of the corporation is ConnectiLD, Inc.

(Exact corporate name)

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

(3) State where incorporated Nevada Federal Taxpayer ID# 91-1935140

(4) The date of its incorporation is August 12, 1998 and the period of its duration, which may be perpetual, is Perpetual

(5) The address of its principal office in the state or country under the laws of which it is incorporated is ONE East First St., Reno, NV Zip Code 89501
mailing address if different from above is: P.O. Box 3607 Little Rock, AR

Zip Code 72203

(6) The street address, or a statement that there is no street address, of its proposed registered office in the State of South Dakota is c/o CT Corporation System, 319 S. Cotter Street, Pierre, S.D. Zip 57501
and the name of its proposed registered agent in the State of South Dakota at that address is CT Corporation System

(7) The purposes which it proposes to pursue in the transaction of business in the State of South Dakota are: (state specific purpose) Long distance service provider

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

Name	Officer Title	Street Address	City	State	Zip
<u>Ted L. Snider, Jr.</u>	<u>President</u>	<u>124 W Capitol Ave Ste 250</u>	<u>Little Rock</u>	<u>AR</u>	<u>72201</u>
<u>Ted L. Snider, Jr.</u>	<u>Secretary</u>	<u>124 W Capitol Ave Ste 250</u>	<u>Little Rock</u>	<u>AR</u>	<u>72201</u>
<u>Ted L. Snider, Jr.</u>	<u>Director</u>	<u>124 W. Capitol Ave, Ste 250, Little Rock, AR</u>	<u>Little Rock</u>	<u>AR</u>	<u>72201</u>

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

Number of shares	Class	Series	Per value per share or statement that shares are without par value
<u>100</u>	<u>Common</u>	<u>-</u>	<u>without par value</u>

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

Number of shares	Class	Series	Par value per share or statement that shares are without par value
100	common	none	no par value

(11) The amount of its stated capital, is \$ 300.00
Shares issued times par value equals stated capital. In the case of no par value stock, stated capital is the consideration received for the issued shares.

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

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

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

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

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

Dated April 12 1999

Ted L. Snider, Jr.
(Signature)

Ted L. Snider, Jr. President

(Title)

State of A. Kansas
County of Yulaski

On this 12th day of April, 1999, before me Jeane Smith
personally appeared Ted L. Snider, Jr., known to me, or proved to me, to be the President of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed same.

My Commission Expires: 1-12-2000

Jeane Smith
(Notary Public)

Notarial Seal

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

CONSENT OF APPOINTMENT BY THE REGISTERED AGENT

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

registered agent for CONNECTED, INC.
(corporate name)

Dated 4/26 19 99

Ch. S. Beem
CT Corporation System

(signature of registered agent)

ATTACHMENT II

Connect!LD, Inc.

Articles of Incorporation

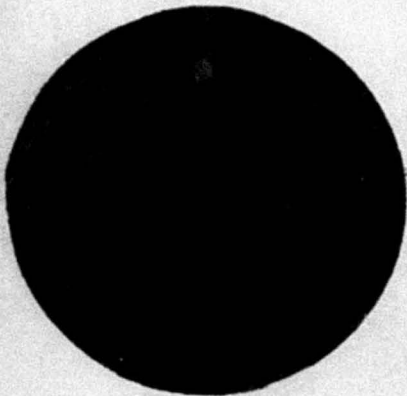
SECRETARY OF STATE



CORPORATE CHARTER

I, DEAN HELLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that **CONNECTILD, INC.** did on August 12, 1998 file in this office the original Articles of Incorporation; that said Articles are now on file and of record in the office of the Secretary of State of the State of Nevada, and further, that said Articles contain all the provisions required by the law of said State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office, in Carson City, Nevada, on August 17, 1998.



Dean Heller

Secretary of State

By *Mike L.P.*

Certification Clerk

FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA
AUG-12-1998 09:55
AUG 12 1998

C. T. CORP STL.

314 8631578 P. 02/02

Articles of Incorporation

(QUESTIARY TO NRS 78)

STATE OF NEVADA

Secretary of State

Filing fee:
Receipt \$1

DENISE HELLER SECRETARY OF STATE

No. C 19097.98
(For filing office use)

(For filing office use)

IMPORTANT: Read instructions on reverse side before completing this form.
TYPE OR PRINT (BLACK INK ONLY)

1. NAME OF CORPORATION: CONNECTILLO, Inc.

2. RESIDENT AGENT: (designated resident agent and his STREET ADDRESS in Nevada where process may be served)

Name of Resident Agent: THE CORPORATION TRUST COMPANY OF NEVADAStreet Address: One First First Street

Street No.

Street Name

Reno, NV

89301

City

Zip

3. SHARES: (number of shares the corporation is authorized to issue)

Number of shares with par value: _____ Par value: 0.00 Number of shares without par value: 1004. GOVERNING BOARD: shall be styled as (check one): X Directors TrusteesThe FIRST BOARD OF DIRECTORS shall consist of 1 members and the names and addresses are as follows (attach additional pages if necessary):Tom L. Snider, Jr.

Address

92201

Capital, Little Rock, Arkansas

City/State/Zip

Name

Address

City/State/Zip

5. PURPOSE (optional - see reverse side): The purpose of the corporation shall be:

6. OTHER MATTERS: This form includes the minimal statutory requirements to incorporate under NRS 78. You may attach additional information pursuant to NRS 78.057 or any other information you deem appropriate. If any of the additional information is contradictory to this form it cannot be filed and will be returned to you for correction. Number of pages attached: _____

7. SIGNATURES OF INCORPORATORS: The names and addresses of each of the incorporators signing the certificate (signatures must be notarized) (attach additional pages if there are more than two incorporators.)

Jonathan MilesName (print) Jonathan MilesAddress 1101 Central Avenue, Clayton, Missouri

City/State/Zip

Signature [Signature]Date of Missouri County of St. Louis

This instrument was acknowledged before me on

August 12, 1998, byJonathan Miles

Name of Person

as incorporator

of CONNECTILLO, Inc.

(Name of person who signed instrument was executed)

My Commission Expires SEP 15, 1999

Notary Public for the State of Nevada

My Commission Expires SEP 15, 1999

Notary Public for the State of Nevada

My Commission Expires SEP 15, 1999

Notary Public for the State of Nevada

My Commission Expires SEP 15, 1999

Notary Public for the State of Nevada

My Commission Expires SEP 15, 1999

Notary Public for the State of Nevada

My Commission Expires SEP 15, 1999

Notary Public for the State of Nevada

My Commission Expires SEP 15, 1999

Notary Public for the State of Nevada

M. S. GreenName (print) M. S. GreenAddress 1101 Central Avenue, Clayton, Missouri

City/State/Zip

Signature [Signature]Date of Missouri County of St. Louis

This instrument was acknowledged before me on

August 12, 1998, byM. S. Green

Name of Person

as incorporator

of CONNECTILLO, Inc.

(Name of person who signed instrument was executed)

My Commission Expires SEP 15, 1999

Notary Public for the State of Nevada

My Commission Expires SEP 15, 1999

Notary Public for the State of Nevada

My Commission Expires SEP 15, 1999

Notary Public for the State of Nevada

My Commission Expires SEP 15, 1999

Notary Public for the State of Nevada

My Commission Expires SEP 15, 1999

Notary Public for the State of Nevada

My Commission Expires SEP 15, 1999

Notary Public for the State of Nevada

My Commission Expires SEP 15, 1999

Notary Public for the State of Nevada

8. CERTIFICATE OF ACCEPTANCE OF AFFIDAVIT OF RESIDENT AGENT

The Corporation Trust Company of Nevada

hereby accept appointment as Resident Agent for the above named corporation.

The Corporation Trust Company of Nevada

M. S. Green8/12/98

(A notary seal is required)

Date

ATTACHMENT III

Connect!LD, Inc.

Financial Information

CONNECT COMMUNICATIONS CORPORATION
BALANCE SHEET
DECEMBER 31, 1998

ASSETS

Current Assets	
Cash	3,373
Accounts receivable	368,263
Prepays	<u>247,472</u>
	<u>619,108</u>
Fixed Assets	
Telephony equipment	594,180
Office equipment	214,804
Furniture & fixtures	28,637
Accumulated depreciation	<u>(118,074)</u>
	<u>719,547</u>
Other Assets	
Advances to affiliate companies	193,950
Organization costs, net	7,577
Deposits	<u>800</u>
	<u>202,327</u>
	<u>1,540,982</u>

LIABILITIES & EQUITY

Current Liabilities	
Accounts payable	213,189
Accrued expenses	108,024
Accrued interest	178,004
Bank note	<u>349,999</u>
	<u>849,216</u>
Note payable to stockholder	1,011,430
Equity	
Common stock	300
Retained earnings	(78,710)
Current earnings	<u>(241,254)</u>
	<u>(319,664)</u>
	<u>1,540,982</u>

CONNECT COMMUNICATIONS CORPORATION
STATEMENT OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 1998

Revenues	481,209
Facilities Charges	115,955
Recurring	52,891
One-time	<u>168,645</u>
Gross Profit	312,563
Expenses	205,230
Employee costs	6,514
Travel	25,699
Office supplies & expenses	8,487
Taxes, licenses & fees	19,943
Equipment rental	48,703
Legal fees	46,702
Professional services	254
Miscellaneous	<u>361,532</u>
Operating Loss	(48,968)
Other Expenses	80,865
Interest expense, net	109,444
Depreciation	1,976
Amortization	<u>192,285</u>
Net Loss	<u>(241,254)</u>

CONNECT COMMUNICATIONS CORPORATION
BALANCE SHEET
JANUARY 31, 1999

ASSETS

Current Assets	
Cash	(5,559)
Accounts receivable	406,980
Interest receivable	10,970
Prepays	<u>247,472</u>
	<u>659,863</u>
Fixed Assets	
Telephony equipment	599,795
Office equipment	214,804
Furniture & fixtures	28,637
Accumulated depreciation	<u>(135,411)</u>
	<u>707,825</u>
Other Assets	
Advances to affiliate companies	242,572
Organization costs, net	7,412
Deposits	<u>800</u>
	<u>250,784</u>
	<u>1,618,472</u>

LIABILITIES & EQUITY

Current Liabilities	
Accounts payable	196,435
Accrued expenses	129,384
Accrued interest	185,173
Bank note	<u>349,999</u>
	<u>860,991</u>
Note payable to stockholder	1,178,734
Equity	
Common stock	300
Retained earnings	(319,964)
Current earnings	<u>(101,588)</u>
	<u>(421,252)</u>
	<u>1,618,472</u>

CONNECT COMMUNICATIONS CORPORATION
STATEMENT OF OPERATIONS
FOR THE MONTH ENDED JANUARY 31, 1999

Revenues	49,847
Facilities Charges	
Recurring	16,553
One-time	<u>3,133</u>
	<u>19,687</u>
Gross Profit	30,160
Expenses	
Employee costs	50,754
Travel	668
Telephone	1,110
Office supplies & expenses	2,266
Postage & freight	1,462
Equipment rental	8,719
Equipment R&M	1,643
Legal fees	7,013
Professional services	27,895
Bank service charges	23
Miscellaneous	<u>262</u>
	<u>101,815</u>
Operating profit (loss)	(71,655)
Other	
Interest expense (income), net	12,431
Depreciation	17,337
Amortization	<u>165</u>
	<u>29,933</u>
Net Income (loss)	<u>(101,588)</u>

**CONNECT COMMUNICATIONS
BALANCE SHEET
FEBRUARY 28, 1999**

ASSETS

Current Assets	4,792
Cash	436,163
Accounts receivable	21,512
Interest receivable	250,636
Prepays	<u>713,102</u>
 Fixed Assets	 599,795
Telephony equipment	214,804
Office equipment	28,637
Furniture & fixtures	(152,748)
Accumulated depreciation	<u>690,488</u>
 Other Assets	 305,691
Advances to affiliate companies	7,247
Organization costs, net	800
Deposits	<u>313,738</u>
	<u>1,717,328</u>

LIABILITIES & EQUITY

Current Liabilities	178,928
Accounts payable	146,757
Accrued expenses	207,412
Accrued interest	349,999
Bank note	<u>883,096</u>
	1,353,305
 Note payable to stockholder	
 Equity	 300
Common stock	(319,964)
Retained earnings	(199,409)
Current earnings	<u>(519,073)</u>
	<u>1,717,328</u>

CONNECT COMMUNICATIONS CORPORATION
STATEMENT OF OPERATIONS
FOR THE MONTH ENDED FEBRUARY 28, 1999

Revenues	50,546
Facilities Charges	
Recurring	16,209
One-time	0
	<u>16,209</u>
Gross Profit	34,336
Expenses	
Employee costs	63,171
Contract labor	1,652
Travel	1,540
Telephone	1,324
Shop supplies	291
Office supplies & expenses	5,090
Postage & freight	1,015
Licenses & fees	438
Equipment rental	11,366
Legal fees	4,695
Professional services	10,821
Bank service charges	9
Miscellaneous	343
	<u>101,753</u>
Operating profit (loss)	(67,417)
Other	
Interest expense (income), net	12,903
Depreciation	17,337
Amortization	165
	<u>30,404</u>
Net income (loss)	<u>(97,821)</u>

CONNECT COMMUNICATIONS CORPORATION
BALANCE SHEET
MARCH 31, 1999

ASSETS

Current Assets	
Cash	(4,703)
Accounts receivable	476,636
Interest receivable	33,824
Prepays	320,406
	<u>826,163</u>
Fixed Assets	
Telephony equipment	602,937
Office equipment	214,804
Furniture & fixtures	28,637
Accumulated depreciation	(170,137)
	<u>676,241</u>
Other Assets	
Advances to affiliate companies	367,365
Organization costs, net	7,083
Deposits	2,050
	<u>376,498</u>
	<u>1,878,902</u>

LIABILITIES & EQUITY

Current Liabilities	
Accounts payable	195,878
Accrued expenses	117,122
Accrued interest	234,911
Bank note	349,999
	<u>897,910</u>
Note payable to stockholder	1,592,846
Equity	
Common stock	300
Retained earnings	(319,964)
Current earnings	(292,189)
	<u>(611,853)</u>
	<u>1,878,902</u>

CONNECT COMMUNICATIONS CORPORATION
STATEMENT OF OPERATIONS
FOR THE MONTH ENDED MARCH 31, 1999

Revenues	51,455
Facilities Charges	
Recurring	15,571
One-time	<u>0</u>
	<u>15,571</u>
Gross Profit	35,884
Expenses	
Employee costs	59,997
Contract labor	1,999
Travel	2,594
Telephone	891
Shop supplies	245
Office supplies & expenses	5,400
Rent	0
Postage & freight	652
Taxes, licenses & fees	50
Equipment rental	9,735
Legal fees	3,543
Other professional services	10,661
Bank service charges	9
Miscellaneous	<u>150</u>
	<u>95,924</u>
Operating profit (loss)	(60,039)
Other	
Interest expense (income), net	15,187
Depreciation	17,389
Amortization	<u>165</u>
	<u>32,741</u>
Net income (loss)	<u>(92,780)</u>

CONNECT COMMUNICATIONS CORPORATION
BALANCE SHEET
MARCH 31, 1999

ASSETS

Current Assets

Cash	(4,703)
Accounts receivable	476,636
Interest receivable	33,824
Prepays	320,406
	<u>826,163</u>

Fixed Assets

Telephony equipment	602,937
Office equipment	214,804
Furniture & fixtures	28,637
Accumulated depreciation	(170,137)
	<u>676,241</u>

Other Assets

Advances to affiliate companies	367,365
Organization costs, net	7,083
Deposits	2,050
	<u>376,498</u>

1,878,902

LIABILITIES & EQUITY

Current Liabilities

Accounts payable	195,878
Accrued expenses	117,122
Accrued interest	234,911
Bank note	349,999
	<u>897,910</u>

Note payable to stockholder

1,592,846

Equity

Common stock	300
Retained earnings	(319,964)
Current earnings	(292,189)
	<u>(611,853)</u>

1,878,902

CONNECT COMMUNICATIONS CORPORATION
STATEMENT OF OPERATIONS
FOR THE MONTH ENDED MARCH 31, 1999

Revenues	51,455
Facilities Charges	
Recurring	15,571
One-time	0
	<u>15,571</u>
Gross Profit	35,884
Expenses	
Employee costs	59,997
Contract labor	1,999
Travel	2,594
Telephone	891
Shop supplies	245
Office supplies & expenses	5,400
Rent	0
Postage & freight	652
Taxes, licenses & fees	50
Equipment rental	9,735
Legal fees	3,543
Other professional services	10,661
Bank service charges	9
Miscellaneous	150
	<u>95,924</u>
Operating profit (loss)	(60,039)
Other	
Interest expense (income), net	15,187
Depreciation	17,389
Amortization	165
	<u>32,741</u>
Net income (loss)	<u>(92,780)</u>

CONNECT COMMUNICATIONS CORPORATION
BALANCE SHEET
APRIL 30, 1999

ASSETS

Current Assets	
Cash	183,866
Accounts receivable	512,110
Interest receivable	45,743
Prepays	37,495
	<u>779,215</u>
Fixed Assets	
Telephony equipment	1,720,604
Office equipment	225,733
Furniture & fixtures	28,637
Accumulated depreciation	(206,337)
	<u>1,768,637</u>
Other Assets	
Advances to affiliate companies	652,725
Organization costs, net	6,918
Harris financing fee, net	86,356
Intangibles	15,000
Deposits	2,050
	<u>763,049</u>
	<u>3,310,902</u>

LIABILITIES & EQUITY

Current Liabilities	
Accounts payable	304,938
Accrued expenses	118,878
Accrued interest	256,492
	<u>680,309</u>
Long-Term Liabilities	
Note payable to stockholder	2,460,672
Harris Schedule I	682,592
Harris Schedule II	251,406
	<u>3,394,670</u>
Equity	
Common stock	300
Retained earnings	(319,964)
Current earnings	(444,413)
	<u>(764,077)</u>
	<u>3,310,902</u>

CONNECT COMMUNICATIONS CORPORATION
STATEMENT OF OPERATIONS
FOR THE MONTH ENDED APRIL 30, 1999

Revenues	48,131
Facilities Charges	
Recurring	17,732
One-time	0
	<u>17,732</u>
Gross Profit	30,399
Expenses	
Employee costs	70,925
Contract labor	3,692
Travel	6,204
Telephone	1,201
Shop supplies	654
Office supplies & expenses	3,782
Rent	1,659
Postage & freight	1,039
Taxes, licenses & fees	0
Equipment rental	672
Equipment R & M	324
Legal fees	10,862
Professional services	13,716
Meetings and conventions	3,180
Bank service charges	37
Miscellaneous	533
	<u>118,481</u>
Operating profit (loss)	(88,082)
Other	
Interest expense (income), net	25,310
Depreciation	36,200
Amortization	2,632
	<u>64,142</u>
Net income (loss)	<u>(152,224)</u>

CONNECT COMMUNICATIONS CORPORATION
BALANCE SHEET
MAY 31, 1999

ASSETS

Current Assets	
Cash	(5,551)
Accounts receivable	545,304
Interest receivable	58,673
Prepays	37,287
	<u>635,713</u>
Fixed Assets	
Telephony equipment	1,747,283
Office equipment	243,125
Furniture & fixtures	30,013
Accumulated depreciation	(243,293)
	<u>1,777,129</u>
Other Assets	
Advances to affiliate companies	586,494
Organization costs, net	6,753
Harris financing fee, net	83,889
Intangibles	15,000
Deposits	3,258
	<u>695,394</u>
	<u>3,108,236</u>

LIABILITIES & EQUITY

Current Liabilities	
Accounts payable	293,871
Accrued expenses	120,635
Accrued interest	290,595
	<u>705,101</u>
Long-Term Liabilities	
Note payable to stockholder	2,430,016
Harris Schedule I	673,214
Harris Schedule II	247,952
	<u>3,351,182</u>
Equity	
Common stock	300
Retained earnings	(319,964)
Current earnings	(628,383)
	<u>(948,047)</u>
	<u>3,108,236</u>

CONNECT COMMUNICATIONS CORPORATION
STATEMENT OF OPERATIONS
FOR THE MONTH ENDED MAY 31, 1999

Revenues	47,705
Facilities Charges	14,738
Recurring	790
One-time	<u>15,528</u>
Gross Profit	32,177
Expenses	84,839
Employee costs	6,630
Contract labor	3,429
Relocation	4,737
Travel	1,286
Telephone	1,249
Shop supplies	6,517
Office supplies & expenses	1,452
Rent	2,737
Postage & freight	139
Taxes, licenses & fees	999
Equipment rental	150
Equipment R & M	3,884
Legal fees	23,754
Professional services	772
Dues & subscriptions	1,600
Meetings and conventions	32
Bank service charges	284
Miscellaneous	<u>144,490</u>
Operating Loss	(112,312)
Other	32,069
Interest expense, net	36,956
Depreciation	2,632
Amortization	<u>71,657</u>
Net Loss	<u>(183,970)</u>

CONNECT COMMUNICATIONS CORPORATION
BALANCE SHEET
JUNE 30, 1999

ASSETS

Current Assets

Cash	165,476
Accounts receivable	577,760
Interest receivable	71,848
Prepays	37,287
	<u>852,371</u>

Fixed Assets

Telephony equipment	1,768,569
Office equipment	253,527
Furniture & fixtures	30,734
Accumulated depreciation	(280,789)
	<u>1,772,041</u>

Other Assets

Advances to affiliate companies	718,076
Organization costs, net	6,589
Harris financing fee, net	81,422
Intangibles	15,000
Deposits	3,296
	<u>824,384</u>

3,448,796

LIABILITIES & EQUITY

Current Liabilities

Accounts payable	343,491
Accrued expenses	122,392
Accrued interest	328,152
	<u>794,035</u>

Long-Term Liabilities

Note payable to stockholder	2,895,991
Harris Schedule I	663,727
Harris Schedule II	244,458
	<u>3,804,176</u>

Equity

Common stock	300
Retained earnings	(319,964)
Current earnings	(829,751)
	<u>(1,149,415)</u>

3,448,796

CONNECT COMMUNICATIONS CORPORATION
STATEMENT OF OPERATIONS
FOR THE MONTH ENDED JUNE 30, 1999

Revenues	46,602
Facilities Charges	
Recurring	14,847
One-time	0
	<u>14,847</u>
Gross Profit	31,755
Expenses	
Employee costs	99,134
Contract labor	1,949
Relocation	0
Travel	4,486
Telephone	1,142
Shop supplies	711
Office supplies & expenses	15,401
Rent	2,552
Postage & freight	2,223
Taxes, licenses & fees	500
Equipment rental	1,049
Equipment R & M	180
Legal fees	7,940
Professional services	16,967
Dues & subscriptions	0
Meetings and conventions	3,379
Bank service charges	36
Miscellaneous	227
	<u>157,867</u>
Operating Loss	(126,112)
Other	
Interest expense, net	35,129
Depreciation	37,496
Amortization	2,632
	<u>75,257</u>
Net Loss	<u>(201,368)</u>

ATTACHMENT IV

Connect!LD, Inc.

Proposed Tariff

**SOUTH DAKOTA
INTEREXCHANGE TELECOMMUNICATIONS TARIFF
OF
CONNECT!LD, INC.**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange telecommunications services provided by CONNECT!LD, Inc. ("CONNECT!LD") within the State of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission. Copies may be inspected during normal business hours at the Company's principal place of business.

Issued: November 3, 1999

Effective:

**Issued by: Mr. Ted L. Snider, Jr., Chief Executive Officer
124 West Capitol, Suite 250
Little Rock, Arkansas 72201**

CHECK SHEET

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

PAGE	REVISION
Title	Original *
1	Original *
2	Original*
3	Original *
4	Original *
5	Original *
6	Original *
7	Original *
8	Original *
9	Original *
10	Original *
11	Original *
12	Original *
13	Original *
14	Original *
15	Original *
16	Original *
17	Original *
18	Original *
19	Original *
20	Original *
21	Original *
22	Original *
23	Original *
24	Original *
25	Original *
26	Original *
27	Original*

* - indicates those pages included with this filing.

Issued: November 3, 1999

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SECTION 1 - Technical Terms and Abbreviations	6
SECTION 2 - Rules and Regulations	8
SECTION 3 - Description of Service	19
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SYMBOLS

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

C - Changed regulation.

D - Delete or discontinue.

I - Change Resulting in an increase to a Customer's bill.

M - Moved from another tariff location.

N - New

R - Change resulting in a reduction to a Customer's bill.

T - Change in text or regulation.

Issued: November 3, 1999

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TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the SDPUC. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.

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

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

D. Check Sheets - When a tariff filing is made with the SDPUC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

Authorized User - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

Carrier or Company -CONNECTILD, Inc., unless otherwise indicated by the context.

Commission - refers to South Dakota Public Utilities Commission.

Company's Point of Presence - Location of the serving central office associated with access to the Company's network.

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

LATA - Local Access and Transport Area.

LEC - Local Exchange Company.

NECA - National Exchange Carriers Association.

Personal Identification Number (PIN) - See Authorization Code.

Subscriber - The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of third party Customers or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber is also a Customer under the terms of the tariff.

Switched Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the interexchange carrier.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

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

Issued: November 3, 1999

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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of CONNECT!LD**

CONNECT!LD's services and facilities are furnished for communications originating at specified points within the State of South Dakota under terms of this tariff.

CONNECT!LD installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff. CONNECT!LD may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the CONNECT!LD network. The Customer shall be responsible for all charges due for such service arrangement.

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

2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.

2.2.2 CONNECT!LD reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Limitations, (Cont'd.)

- 2.2.4** All facilities provided under this tariff are directly or indirectly controlled by CONNECT!LD and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6** CONNECT!LD reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

2.3 Use

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

Issued: November 3, 1999

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Limitations, (Cont'd.)

- 2.2.4** All facilities provided under this tariff are directly or indirectly controlled by CONNECT!LD and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Liabilities of the Company**

- 2.4.1** CONNECT!LD's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.4.2** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.4** The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

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Effective:

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SECTION 2 - RULES AND REGULATIONS, (CONTD.)**2.5 Deposits**

The Company does not collect deposits or advance payments from its Customers.

2.6 Advance Payments

The Company does not collect advance payments from its Customers. The prepayment of services which are immediately available to the Customer does not constitute a deposit or advance payment.

2.7 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) for services billed in arrears are listed as separate line items and are not included in the quoted rates. All federal, state and local taxes, including but not limited to federal excise tax, state gross receipts taxes, sales taxes, and municipal utilities taxes are included in the rates listed in this tariff. For pre-paid services, taxes and fees shall be included in the rates and charges stated in the Company's rate schedule for this service.

2.8 Miscellaneous Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for the use of their payphones to access the Company's service.

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SECTION 2 - RULES AND REGULATIONS, (CONTD.)**2.9 Terminal Equipment**

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.10 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer shall be responsible for all calls placed as the result of the Customer's negligent disclosure of the Personal Identification Number. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. The billing agency may be the Company, a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies having jurisdiction.

Issued: November 3, 1999

Effective:

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Little Rock, Arkansas 72201

SECTION 2 - RULES AND REGULATIONS, (CONTD.)**2.11 Installation and Termination**

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

2.12 Interconnection

Service furnished by CONNECTILD may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with CONNECTILD's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.13 Cancellation by Customer

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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SECTION 2 - RULES AND REGULATIONS, (CONTD.)**2.11 Installation and Termination**

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.14 Refusal or Discontinuance by Company, (Cont'd.)**

2.14.2 CONNECT!LD may refuse or discontinue service without notice to the Customer for any of the following reasons:

- .1 In the event of tampering with the Company's equipment.
- .2 In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company.
- .3 In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- .4 In the event of fraudulent use of the service.

Issued: November 3, 1999

Effective:

Issued by: Mr. Ted L. Snider, Jr., Chief Executive Officer
124 West Capitol, Suite 250
Little Rock, Arkansas 72201

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.15 Credit Allowances for Interruption of Service

Credit allowances for interruptions of service caused by service outages or deficiencies are limited to the initial minimum period call charges for re-establishing the interrupted call.

2.16 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.17 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests, pilot programs, waivers and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. Such special tests, pilot programs, waivers and promotions will be filed with the Commission.

2.18 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Company, including legal and accounting expenses. Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

Issued: November 3, 1999

Effective:

Issued by: Mr. Ted L. Snider, Jr., Chief Executive Officer
124 West Capitol, Suite 25C
Little Rock, Arkansas 72201

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.19 Customer Inquiries or Complaints**

Customer inquiries or complaints regarding service or billings may be made in writing or phone to:

CONNECT!LD, Inc.
124 West Capitol
Suite 250
Little Rock, Arkansas 72201

Telephone: (501) 401-7700
Facsimile: (501) 401-7799
Toll Free: (877) 200-5022

or

Customers may contact the South Dakota Public Utilities Commission if he or she is dissatisfied with the Company's response. The Commission can be reached at:

South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57501-5070
(605) 773-3201
(800) 332-1782

Issued: November 3, 1999**Effective:**

Issued by: Mr. Ted L. Snider, Jr., Chief Executive Officer
124 West Capitol, Suite 250
Little Rock, Arkansas 72201

SECTION 3 - DESCRIPTION OF SERVICES & RATES

3.1 General

CONNECT!LD provides inbound and outbound telecommunications service for communications originating and terminating within the State of South Dakota under terms of this tariff.

Issued: November 3, 1999

Effective:

**Issued by: Mr. Ted L. Snider, Jr., Chief Executive Officer
124 West Capitol, Suite 250
Little Rock, Arkansas 72201**

SECTION 3 - DESCRIPTION OF SERVICES & RATES, (CONTD.)**3.2 Calculation of Distance**

Usage charges for mileage sensitive services vary based on the type of service subscribed to by the Customer. For services utilizing switched access, mileage measurements for rate schedules are based on the distance in airline miles between rate centers associated with the originating and terminating stations. For services utilizing dedicated access, mileage measurements for rate schedules are based on the distance in airline miles between the CONNECTIL.D network access point associated with the station utilizing Dedicated Access Origination/Termination and the rate center associated with the called/calling station.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

Step 1: Obtain the "V" and "H" coordinates for the serving wire center or network access point serving the Customer's location and the called/calling station.

Step 2: Obtain the difference between the "V" coordinates. Obtain the difference between the "H" coordinates.

Step 3: Square the differences obtained in Step 2.

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

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

Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating locations of the call.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

Issued: November 3, 1999

Effective:

Issued by: Mr. Ted L. Snider, Jr., Chief Executive Officer
124 West Capitol, Suite 250
Little Rock, Arkansas 72201

SECTION 3 - DESCRIPTION OF SERVICES & RATES, (CONT'D.)**3.3 Timing of Calls**

- 3.3.1** Long distance usage charges are based on usage of the Company's network. Chargeable time begins when the calling and the called station are connected.
- 3.3.2** Chargeable time ends when one party "hangs up" the telephone, thereby releasing the network connection.
- 3.3.3** The minimum call duration and call increments for billing purposes are specified on a per-product basis.
- 3.3.4** The Company shall not bill for unanswered calls.

Issued: November 3, 1999**Effective:**

Issued by: Mr. Ted L. Snider, Jr., Chief Executive Officer
124 West Capitol, Suite 250
Little Rock, Arkansas 72201

SECTION 3 - DESCRIPTION OF SERVICES & RATES, (CONT'D.)**3.4 Outbound Switched Service****3.4.1 General Description**

Outbound Switched Service is offered to Residential and Business Subscribers for outbound calling. Outbound Switched Service utilizes Customer-provided switched access lines. Usage is billed in sixty (60) second increments after a minimum call duration of sixty (60) seconds.

3.4.2 Usage Rate

Per Minute: \$0.38

3.5 Outbound Dedicated Service**3.5.1 General Description**

Outbound Dedicated Service is offered to Residential and Business Subscribers for outbound calling. Outbound Dedicated Service utilizes Customer-provided switched access lines. Usage is billed in sixty (60) second increments after a minimum call duration of sixty (60) seconds.

3.5.2 Usage Rate

Per Minute: \$0.36

Issued: November 3, 1999**Effective:**

Issued by: Mr. Ted L. Snider, Jr., Chief Executive Officer
124 West Capitol, Suite 250
Little Rock, Arkansas 72201

SECTION 3 - DESCRIPTION OF SERVICES & RATES, (CONT'D.)**3.6 Switched Inbound Toll-Free (8XX) Service****3.6.1 General Description**

CONNECT!LD's Switched Inbound Toll-Free Number Service is an 8XX number service available for Customer use twenty-four (24) hours a day, seven (7) days a week. Service is terminated over standard Customer-provided switched access lines. Intrastate service is offered in conjunction with Interstate service. Usage is billed in sixty (60) second increments after a minimum call duration of sixty (60) seconds.

3.6.2 Toll-Free Number Portability

If a Customer accumulates undisputed delinquent charges, the Company reserves the right not to honor that Customer's request for a change in service, including a request for Resp. Org. change, until such charges are paid in full.

The Customer does not retain rights in toll-free numbers which are shared with other Customers of the Company. Shared toll-free numbers are not portable.

3.6.3 Usage Rate

Per Minute: \$0.22

Issued: November 3, 1999**Effective:**

Issued by: Mr. Ted L. Snider, Jr., Chief Executive Officer
124 West Capitol, Suite 250
Little Rock, Arkansas 72201

SECTION 3 - DESCRIPTION OF SERVICES & RATES, (CONT'D.)**3.7 Dedicated Inbound Toll-Free (8XX) Service****3.7.1 General Description**

CONNECT!LD's Dedicated Inbound Toll-Free Number Service is an 8XX number service available for Customer use twenty-four (24) hours a day, seven (7) days a week. Service is terminated over standard Customer-provided switched access lines. Intrastate service is offered in conjunction with Interstate service. Usage is billed in sixty (60) second increments after a minimum call duration of sixty (60) seconds.

3.7.2 Toll-Free Number Portability

If a Customer accumulates undisputed delinquent charges, the Company reserves the right not to honor that Customer's request for a change in service, including a request for Resp. Org. change, until such charges are paid in full.

The Customer does not retain rights in toll-free numbers which are shared with other Customers of the Company. Shared toll-free numbers are not portable.

3.7.3 Usage Rate

Per Minute: \$0.20

Issued: November 3, 1999**Effective:**

Issued by: Mr. Ted L. Snider, Jr., Chief Executive Officer
124 West Capitol, Suite 250
Little Rock, Arkansas 72201

SECTION 3 - DESCRIPTION OF SERVICES & RATES, (CONT'D.)

3.8 [Reserved for Future Use]

Issued: November 3, 1999

Effective:

**Issued by: Mr. Ted L. Snider, Jr., Chief Executive Officer
124 West Capitol, Suite 250
Little Rock, Arkansas 72201**

SECTION 3 - DESCRIPTION OF SERVICES & RATES, (CONT'D.)**3.9 Payphone Compensation Charge****3.9.1 General Description**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate, and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company's service and is unrelated to the the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Payphone Compensation Charge applies to the initial completed call and any reoriginated call (i.e., using the "*" symbol).

Whenever possible, the Payphone Compensation Charge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Payphone Compensation Charge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Payphone Compensation Charge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

3.9.2 Usage Rate

Surcharge, per call	\$0.30
---------------------	--------

Issued: November 3, 1999

Effective:

Issued by: Mr. Ted L. Snider, Jr., Chief Executive Officer
124 West Capitol, Suite 250
Little Rock, Arkansas 72201

SECTION 4 - SPECIAL SERVICE ARRANGEMENTS**4.1 Individual Case Basis (ICB) Arrangements****4.1.1 General Description**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer. The facilities utilized to provide these services are of a type normally used by the Telephone Company in furnishing its other services and shall be comparable with other Telephone Company services, and its engineering and maintenance practices. The requested service or arrangement is subject to the availability of the necessary Telephone Company personnel and capital resources.

4.1.2 Rate Regulations

Rates quoted in response to requests may be different than those specified for such services in this tariff. The customer has one-hundred and eighty (180) days after receiving the ICB rates to order the service requested at the quoted rates.

4.1.3 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers.

Issued: November 3, 1999**Effective:**

Issued by: Mr. Ted L. Snider, Jr., Chief Executive Officer
124 West Capitol, Suite 250
Little Rock, Arkansas 72201

ATTACHMENT V

Connect!LD, Inc.

Cost Support Data

Connect!LD, Inc.

Cost Data

AVERAGE PER CALL REVENUE: \$0.70

COST PER CALL:

Transmission \$0.40

Billing/Collection \$0.04

Administrative Overhead \$0.11

Bad Debt Allowance \$0.04

Total Cost \$0.59

Gross Margin: \$0.11

GROSS MARGIN PER CALL: 15.7%

TECHNOLOGIES MANAGEMENT, INC.

P.O. BOX 200
WINTER PARK, FL 32780-0200
(407) 740-8575

BANK OF AMERICA
WINTER PARK, FL 32780
63-27/631

24181

9/16/1999

PAY TO THE ORDER OF South Dakota Public Service Comm.

\$ **250.00

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

South Dakota Public Service Comm.
State Capitol
Pierre, SD 57501-5070

DOLLARS
Security features
included.
Details on back.

TECHNOLOGIES
MANAGEMENT, INC.

MEMO Filing fee for CCC

⑈024181⑈ ⑆063100277⑆ 28300⑈66505⑈

C. H. Wigdman

TECHNOLOGIES MANAGEMENT, INC.

South Dakota Public Service Comm.
09/16/1999

Bill #CCC

9/16/1999

24181

250.00

TC 99-104

Cash operating

Filing fee for CCC

250.00

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of November 4, 1999 through November 10, 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 COMPLAINTS

**CT99-053 In the Matter of the Complaint filed by Storbeck Trucking, Inc.,
Huron, South Dakota, against Sprint Communications Company L.P.
Regarding Unauthorized Switching of Services.**

The Commission received a formal complaint from Doris Storbeck of Storbeck Trucking, Inc., Huron, South Dakota, on November 5, 1999, alleging that their intrastate long distance service was switched to Sprint without authorization. The Complainant is requesting that the charges be removed and compensation for inconvenience be awarded.

Staff Analyst: Leni Healy

Staff Attorney: Karen Cremer

Date Filed: 11/05/99

Intervention Deadline: NA

**CT99-054 In the Matter of the Complaint filed by Tom and Corliss Vergeldt,
Aberdeen, South Dakota, against MCI WorldCom Regarding
Switching Rates.**

On November 8, 1999, the Commission received a formal complaint from Tom and Corliss Vergeldt, Aberdeen, South Dakota, against MCI. The Complainants allege that a telemarketer promised they would get a rate of 5 cents per minute, any time of the day or night. The Complainants claim they questioned the telemarketer twice to confirm the rate. When they received the material sent by MCI, the Complainants discovered that their rates were not as described by the telemarketer. The Complainants called the numbers provided several times to get the service canceled. A representative of MCI indicated that they were not customers of MCI. They received a billing with high rates from MCI. The Complainants are seeking to have the charges dismissed, a \$1000 damage award and \$20,000 fine.

Staff Analyst: Leni Healy

Staff Attorney: Karen Cremer

Date Filed: 11/08/99

Intervention Deadline: NA

**CT99-055 In the Matter of the Complaint filed by L & M Land Management,
Huron, South Dakota, against Accutel Communications, Inc.
Regarding Unauthorized Switching of Services.**

On November 9, 1999, the Commission received a formal complaint from Ardelle Fosheim on behalf of L & M Land Management. The Complainant alleges that Accutel added charges to their telecommunications billing without authorization. The Complainant seeks to have all charges associated with this activity removed and \$1000 for inconvenience.

Staff Analyst: Leni Healy
Staff Attorney: Camron Hoseck
Date Filed: 11/09/99
Intervention Date: NA

ELECTRIC

**EL99-017 In the Matter of the Filing for Approval of Changes to Assigned
Service Areas of Intercounty Electric Association, Inc. and
Tri-County Electric Association, Inc.**

Tri-County Electric and Intercounty Electric have requested that the Commission transfer the existing territorial Agreements of the two existing entities to Central Electric Cooperative, Inc., effective January 1, 2000.

Staff Analyst: Martin Bettmann
Staff Attorney: Karen Cremer
Date Filed: 10/14/99
Intervention Deadline: NA

**EL99-018 In the Matter of the Filing for Approval of Changes to Assigned
Service Areas of Lincoln-Union Electric Company and
Turner-Hutchinson Electric Cooperative, Inc.**

Lincoln-Union Electric and Turner-Hutchinson Electric have requested that the Commission transfer the existing territorial Agreements of the two existing entities to Southeastern Electric Cooperative, Inc., effective January 1, 2000.

Staff Analyst: Martin Bettmann
Staff Attorney: Karen Cremer
Date Filed: 10/14/99
Intervention Deadline: NA

NATURAL GAS

NG99-008 In the Matter of the Filing by MidAmerican Energy Company for Approval of a Contract with Deviations with the University of South Dakota.

On November 8, 1999, MidAmerican Energy filed a proposed contract with deviations to serve the University of South Dakota at Vermillion pursuant to its Competitive Pricing Transportation Service currently tariffed with the Commission. The contract is the result of negotiations taking place after the University notified MidAmerican that it intended to build pipeline facilities to bypass MidAmerican.

Staff Analyst: Dave Jacobson
Staff Attorney: Camron Hoseck
Date Filed: 11/08/99
Intervention Deadline: NA

TELECOMMUNICATIONS

TC99-104 In the Matter of the Application of Connect!LD, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

Connect!LD, Inc. (Connect!) seeks a Certificate of Authority to offer presubscribed "1+" and toll free inbound services throughout South Dakota. Connect! intends to offer its services to business and residential customers.

Staff Analyst: Heather Fomey
Staff Attorney: Camron Hoseck
Date Filed: 11/04/99
Intervention Date: 11/26/99

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



TC 99-104

210 N. Park Ave.
Winter Park, FL
32789

P.O. Drawer 200
Winter Park, FL
32790-0200

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

November 29, 1999
Overnight

RECEIVED

DEC 01 1999

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Mr. William Bullard, Jr.
Executive Director
South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57501

**RE: Application of Connect!LD, Inc., for Authority to Provide Intrastate
Telecommunications Services within the State of South Dakota**

Attention — Heather K. Forney

Dear Mr. Bullard:

Enclosed please find responses to Staff's data request, as well as replacement tariff pages, in connection with the application of Connect!LD, Inc., for authority to provide intrastate telecommunications services within South Dakota.

Please acknowledge receipt of these responses by returning a date-stamped copy of this letter in the envelope provided. Should you or your staff have any additional questions, please contact me at (407) 740-8575. Thank you.

Sincerely,

Carey Roesel
Consultant to Connect!LD, Inc.

Enclosures

cc: Carole Hamon - CCC
file: CCC - SD IXC
tms: SDi9900a

Data Request Responses

Heather K. Forney, South Dakota Public Utilities Commission

November 29, 1999

- 1) CT Corporation
401 Second Avenue South
Suite 454
Minneapolis, MN 55401
Phone: 612-333-4315
- 2) Please see the attached financial statements of Connect!LD, Inc.
- 3) The requested e-mail address is clcc@connect.com.
- 4) The Company's federal tax ID is 91-1939473
- 5) The attached replacement tariff page reflects the requested change.
- 6) The attached replacement tariff page reflects the requested deletions.

FINANCIAL STATEMENTS

CONNECT!LD, INC.

CONNECTILD, Inc.
At 10/31/99**Balance Sheet**

Year to Date

Current Assets	
Accounts Receivable	0.00
Prepaid rent	0.00
Total Current Assets	<u>0.00</u>
Fixed Assets	
Furniture & Equipment	0.00
Leasehold Improvements	0.00
Accumulated Depreciation	0.00
Total Fixed Assets	<u>0.00</u>
Other Assets	
Start Up Costs	0.00
Deposits/Bonds	500.00
Due from Affiliates	300.00
Total Other Assets	<u>800.00</u>
Total Assets	<u>800.00</u>
Current Liabilities	
Current Liabilities	0.00
Total Liabilities	<u>0.00</u>
Other Liabilities	
Payable Affiliates	32,908.54
Total Other Liabilities	<u>32,908.54</u>
Total Liabilities	<u>32,908.54</u>
Capital	
Common Stock	300.00
Current Year Profit (-)	-32,408.54
Retained Earnings	0.00
Total Capital	<u>-32,108.54</u>
Total Liabilities and Capital	<u>800.00</u>

Year to Date

Profit/Loss
At 10/31/90**Revenue:**

Revenue

0.00

Total Revenue

0.00

Cost of Revenue:

Facilities Charges Recurring

0.00

Facilities Charges One Time

0.00

Total Cost of Revenue

0.00

Net Revenue

0.00

Expenses:

Professional Services

27,467.74

Legal Fees

3,200.00

Depreciation

0.00

Licenses & Fees

1,740.80

Property Taxes

0.00

Telephone

0.00

Office Expense

0.00

Travel

0.00

Occupancy Fees

0.00

Total Expenses

32,408.54

Profit or Loss (-)

-32,408.54

REPLACEMENT TARIFF PA GES

CONNECT!LD, INC.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Liabilities of the Company

The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

Issued: November 3, 1999

Effective:

Issued by: Mr. Ted L. Snider, Jr., Chief Executive Officer
124 West Capitol, Suite 250
Little Rock, Arkansas 72201

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.10 Payment for Service, (Cont'd.)**

Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such charges are appropriate. If notice of disputed charges is not received within 180 days after an invoice is issued, the invoice shall be considered correct and binding on the customer.

The Customer shall be responsible for all calls placed as the result of the Customer's intentional or negligent disclosure of their Personal Identification Number. Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

2.10.1 Late Payment Fee

Payment is due within thirty (30) days subsequent to the invoice date and is considered overdue after the thirty day period. A late payment charge of 1.5% applies to all overdue balances.

2.10.2 Return Check Charge

A return check charge of \$20.00 will be assessed for checks returned for insufficient funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank.

Issued: November 3, 1999**Effective:**

Issued by:

Mr. Ted L. Snider, Jr., Chief Executive Officer
124 West Capitol, Suite 250
Little Rock, Arkansas 72201



210 N. Park Ave.
Winter Park, FL
32789

P.O. Drawer 200
Winter Park, FL
32790-0200

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

RECEIVED

DEC 27 1999

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

December 23, 1999
Overnight

Mr. William Bullard, Jr.
Executive Director
South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57501

RE: Application of Connect!LD, Inc., for Authority to Provide Intrastate
Telecommunications Services within the State of South Dakota
Revised Proposed Tariff - TC99-104

Attention - Heather K. Forney

Dear Mr. Bullard:

Enclosed please find a revised proposed tariff in connection with the application of Connect!LD, Inc., for authority to provide intrastate telecommunications services within South Dakota. This revised proposed tariff is in response to SD PUC Staff's letter dated December 3, 1999, and removes references pertaining to prepaid services, advance payments, and customer deposits.

Please acknowledge receipt of these responses by returning a date-stamped copy of this letter in the envelope provided. Should you or your staff have any additional questions, please contact me at (407) 740-8575. Thank you.

Sincerely,

for Carey Roesel
Consultant to Connect!LD, Inc.

Enclosures

cc: Carole Hamon - CCC
file: CCC - SD IXC
tms: SDi9900b

**SOUTH DAKOTA
INTEREXCHANGE TELECOMMUNICATIONS TARIFF
OF
CONNECT!LD, INC.**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange telecommunications services provided by CONNECT!LD, Inc. ("CONNECT!LD") within the State of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission. Copies may be inspected during normal business hours at the Company's principal place of business.

Issued: November 3, 1999

Effective:

**Issued by: Mr. Ted L. Snider, Jr., Chief Executive Officer
124 West Capitol, Suite 250
Little Rock, Arkansas 72201**

CHECK SHEET

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

PAGE	REVISION
Title	Original *
1	Original *
2	Original *
3	Original *
4	Original *
5	Original *
6	Original *
7	Original *
8	Original *
9	Original *
10	Original *
11	Original *
12	Original *
13	Original *
14	Original *
15	Original *
16	Original *
17	Original *
18	Original *
19	Original *
20	Original *
21	Original *
22	Original *
23	Original *
24	Original *
25	Original *
26	Original *
27	Original *

* - indicates those pages included with this filing.

Issued: November 3, 1999

Effective:

Issued by:

Mr. Ted L. Snider, Jr., Chief Executive Officer
124 West Capitol, Suite 250
Little Rock, Arkansas 72201

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Check Sheet	2
Table of Contents	3
Symbols	4
Tariff Format	5
SECTION 1 - Technical Terms and Abbreviations	6
SECTION 2 - Rules and Regulations	8
SECTION 3 - Description of Service	19
SECTION 4 - Special Service Arrangements	27

Issued: November 3, 1999**Effective:**

Issued by: Mr. Ted L. Snider, Jr., Chief Executive Officer
124 West Capitol, Suite 250
Little Rock, Arkansas 72201

SYMBOLS

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

C - Changed regulation.

D - Delete or discontinue.

I - Change Resulting in an increase to a Customer's bill.

M - Moved from another tariff location.

N - New

R - Change resulting in a reduction to a Customer's bill.

T - Change in text or regulation.

Issued: November 3, 1999

Effective:

Issued by: Mr. Ted L. Snider, Jr., Chief Executive Officer
124 West Capitol, Suite 250
Little Rock, Arkansas 72201

TARIFF FORMAT

A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the SDPUC. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.

C. **Paragraph Numbering Sequence** - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:

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

D. **Check Sheets** - When a tariff filing is made with the SDPUC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

Issued: November 3, 1999**Effective:****Issued by:**

Mr. Tod L. Snider, Jr., Chief Executive Officer
124 West Capitol, Suite 250
Little Rock, Arkansas 72201

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

Authorized User - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

Carrier or Company -CONNECTILB, Inc., unless otherwise indicated by the context.

Commission - refers to South Dakota Public Utilities Commission.

Company's Point of Presence - Location of the serving central office associated with access to the Company's network.

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Issued: November 3, 1999

Effective:

Issued by: Mr. Tod L. Snider, Jr., Chief Executive Officer
124 West Capitol, Suite 250
Little Rock, Arkansas 72201

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

LATA - Local Access and Transport Area.

LEC - Local Exchange Company.

NECA - National Exchange Carriers Association.

Personal Identification Number (PIN) - See Authorization Code.

Subscriber - The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of third party Customers or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber is also a Customer under the terms of the tariff.

Switched Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the interexchange carrier.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

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

Issued: November 3, 1999

Effective:

Issued by: Mr. Ted L. Snider, Jr., Chief Executive Officer
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Little Rock, Arkansas 72201

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of CONNECT!LD

CONNECT!LD's services and facilities are furnished for communications originating at specified points within the State of South Dakota under terms of this tariff.

CONNECT!LD installs, operates, and maintains the communication, services provided hereunder in accordance with the terms and conditions set forth under this tariff. CONNECT!LD may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the CONNECT!LD network. The Customer shall be responsible for all charges due for such service arrangement.

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

2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.

2.2.2 CONNECT!LD reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

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

Issued: November 3, 1999

Effective:

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Limitations, (Cont'd.)

- 2.2.4** All facilities provided under this tariff are directly or indirectly controlled by CONNECT!LD and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6** CONNECT!LD reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

2.3 Use

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

Issued: November 3, 1999

Effective:

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Little Rock, Arkansas 72201

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Liabilities of the Company

The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

Issued: November 3, 1999

Effective:

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Taxes**

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) for services billed in arrears are listed as separate line items and are not included in the quoted rates. All federal, state and local taxes, including but not limited to federal excise tax, state gross receipts taxes, sales taxes, and municipal utilities taxes are included in the rates listed in this tariff.

2.6 Miscellaneous Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for the use of their payphones to access the Company's service.

Issued: November 3, 1999**Effective:**

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124 West Capitol, Suite 250
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Terminal Equipment**

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.8 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer shall be responsible for all calls placed as the result of the Customer's negligent disclosure of the Personal Identification Number. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. The billing agency may be the Company, a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies having jurisdiction.

Issued: November 3, 1999**Effective:**

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Payment for Service, (Cont'd.)**

Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. If notice of disputed charges is not received within 180 days after an invoice is issued, the invoice shall be considered correct and binding on the customer.

The Customer shall be responsible for all calls placed as the result of the Customer's intentional or negligent disclosure of their Personal Identification Number. Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

2.8.1 Late Payment Fee

Payment is due within thirty (30) days subsequent to the invoice date and is considered overdue after the thirty day period. A late payment charge of 1.5% applies to all overdue balances.

2.8.2 Return Check Charge

A return check charge of \$20.00 will be assessed for checks returned for insufficient funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Installation and Termination**

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

2.10 Interconnection

Service furnished by CONNECT!LD may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with CONNECT!LD's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.11 Cancellation by Customer

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

Issued: November 3, 1999**Effective:**

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.12 Refusal or Discontinuance by Company**

2.12.1 CONNECT!LD may refuse or discontinue service with proper notice to the Customer for any of the following reasons:

- .1** For failure of the Customer to pay a bill for service when it is due.
- .2** For failure of the Customer to make proper application for service.
- .3** For Customer's violation of any of the Company's rules on file with the Commission.
- .4** For failure of the Customer to provide the Company reasonable access to its equipment and property.
- .5** For Customer's breach of the contract for service between the Company and the Customer.
- .6** For a failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service.
- .7** When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

Issued: November 3, 1999

Effective:

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Little Rock, Arkansas 72201

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.12 Refusal or Discontinuance by Company, (Cont'd.)

2.12.2 CONNECT!LD may refuse or discontinue service without notice to the Customer for any of the following reasons:

- .1 In the event of tampering with the Company's equipment.
- .2 In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company.
- .3 In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- .4 In the event of fraudulent use of the service.

Issued: November 3, 1999

Effective:

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.13 Credit Allowances for Interruption of Service**

Credit allowances for interruptions of service caused by service outages or deficiencies are limited to the initial minimum period call charges for re-establishing the interrupted call.

2.14 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.15 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests, pilot programs, waivers and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. Such special tests, pilot programs, waivers and promotions will be filed with the Commission.

2.16 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Company, including legal and accounting expenses. Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

Issued: November 3, 1999

Effective:

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.17 Customer Inquiries or Complaints

Customer inquiries or complaints regarding service or billings may be made in writing or phone to:

CONNECT!LD, Inc.
124 West Capitol
Suite 250
Little Rock, Arkansas 72201

Telephone: (501) 401-7700
Facsimile: (501) 401-7799
Toll Free: (877) 200-5022

or

Customers may contact the South Dakota Public Utilities Commission if he or she is dissatisfied with the Company's response. The Commission can be reached at:

South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57501-5070
(605) 773-3201
(800) 332-1782

Issued: November 3, 1999

Effective:

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SECTION 3 - DESCRIPTION OF SERVICES & RATES

3.1 General

CONNECT!LD provides inbound and outbound telecommunications service for communications originating and terminating within the State of South Dakota under terms of this tariff.

Issued: November 3, 1999

Effective:

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124 West Capitol, Suite 250
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SECTION 3 - DESCRIPTION OF SERVICES & RATES, (CONT'D.)**3.2 Calculation of Distance**

Usage charges for mileage sensitive services vary based on the type of service subscribed to by the Customer. For services utilizing switched access, mileage measurements for rate schedules are based on the distance in airline miles between rate centers associated with the originating and terminating stations. For services utilizing dedicated access, mileage measurements for rate schedules are based on the distance in airline miles between the CONNECT!LD network access point associated with the station utilizing Dedicated Access Origination/Termination and the rate center associated with the called/calling station.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

Step 1: Obtain the "V" and "H" coordinates for the serving wire center or network access point serving the Customer's location and the called/calling station.

Step 2: Obtain the difference between the "V" coordinates. Obtain the difference between the "H" coordinates.

Step 3: Square the differences obtained in Step 2.

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

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

Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating locations of the call.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

Issued: November 3, 1999

Effective:

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SECTION 3 - DESCRIPTION OF SERVICES & RATES, (CONT'D.)

3.3 Timing of Calls

- 3.3.1** Long distance usage charges are based on usage of the Company's network. Chargeable time begins when the calling and the called station are connected.
- 3.3.2** Chargeable time ends when one party "hangs up" the telephone, thereby releasing the network connection.
- 3.3.3** The minimum call duration and call increments for billing purposes are specified on a per-product basis.
- 3.3.4** The Company shall not bill for unanswered calls.

Issued: November 3, 1999

Effective:

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Little Rock, Arkansas 72201

SECTION 3 - DESCRIPTION OF SERVICES & RATES, (CONT'D.)**3.4 Outbound Switched Service****3.4.1 General Description**

Outbound Switched Service is offered to Residential and Business Subscribers for outbound calling. Outbound Switched Service utilizes Customer-provided switched access lines. Usage is billed in sixty (60) second increments after a minimum call duration of sixty (60) seconds.

3.4.2 Usage Rate

Per Minute: \$0.38

3.5 Outbound Dedicated Service**3.5.1 General Description**

Outbound Dedicated Service is offered to Residential and Business Subscribers for outbound calling. Outbound Dedicated Service utilizes Customer-provided switched access lines. Usage is billed in sixty (60) second increments after a minimum call duration of sixty (60) seconds.

3.5.2 Usage Rate

Per Minute: \$0.36

Issued: November 3, 1999**Effective:**

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Little Rock, Arkansas 72201

SECTION 3 - DESCRIPTION OF SERVICES & RATES, (CONT'D.)**3.6 Switched Inbound Toll-Free (8XX) Service****3.6.1 General Description**

CONNECT!LD's Switched Inbound Toll-Free Number Service is an 8XX number service available for Customer use twenty-four (24) hours a day, seven (7) days a week. Service is terminated over standard Customer-provided switched access lines. Intrastate service is offered in conjunction with Interstate service. Usage is billed in sixty (60) second increments after a minimum call duration of sixty (60) seconds.

3.6.2 Toll-Free Number Portability

If a Customer accumulates undisputed delinquent charges, the Company reserves the right not to honor that Customer's request for a change in service, including a request for Resp. Org. change, until such charges are paid in full.

The Customer does not retain rights in toll-free numbers which are shared with other Customers of the Company. Shared toll-free numbers are not portable.

3.6.3 Usage Rate

Per Minute: \$0.22

Issued: November 3, 1999

Effective:

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Little Rock, Arkansas 72201

SECTION 3 - DESCRIPTION OF SERVICES & RATES, (CONT'D.)**3.7 Dedicated Inbound Toll-Free (8XX) Service****3.7.1 General Description**

CONNECT!LD's Dedicated Inbound Toll-Free Number Service is an 8XX number service available for Customer use twenty-four (24) hours a day, seven (7) days a week. Service is terminated over standard Customer-provided switched access lines. Intrastate service is offered in conjunction with Interstate service. Usage is billed in sixty (60) second increments after a minimum call duration of sixty (60) seconds.

3.7.2 Toll-Free Number Portability

If a Customer accumulates undisputed delinquent charges, the Company reserves the right not to honor that Customer's request for a change in service, including a request for Resp. Org. change, until such charges are paid in full.

The Customer does not retain rights in toll-free numbers which are shared with other Customers of the Company. Shared toll-free numbers are not portable.

3.7.3 Usage Rate

Per Minute: \$0.20

Issued: November 3, 1999

Effective:

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Little Rock, Arkansas 72201

SECTION 3 - DESCRIPTION OF SERVICES & RATES, (CONT'D.)

3.8 [Reserved for Future Use]

Issued: November 3, 1999

Effective:

**Issued by: Mr. Ted L. Snider, Jr., Chief Executive Officer
124 West Capitol, Suite 250
Little Rock, Arkansas 72201**

SECTION 3 - DESCRIPTION OF SERVICES & RATES, (CONTD.)

3.9 Payphone Compensation Charge

3.9.1 General Description

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate, and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company's service and is unrelated to the the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Payphone Compensation Charge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Payphone Compensation Charge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Payphone Compensation Charge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Payphone Compensation Charge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

3.9.2 Usage Rate

Surcharge, per call	\$0.30
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Issued: November 3, 1999

Effective:

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SECTION 4 - SPECIAL SERVICE ARRANGEMENTS**4.1 Individual Case Basis (ICB) Arrangements****4.1.1 General Description**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer. The facilities utilized to provide these services are of a type normally used by the Telephone Company in furnishing its other services and shall be comparable with other Telephone Company services, and its engineering and maintenance practices. The requested service or arrangement is subject to the availability of the necessary Telephone Company personnel and capital resources.

4.1.2 Rate Regulations

Rates quoted in response to requests may be different than those specified for such services in this tariff. The customer has one-hundred and eighty (180) days after receiving the ICB rates to order the service requested at the quoted rates.

4.1.3 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers.

Issued: November 3, 1999**Effective:**

Issued by: Mr. Ted L. Snider, Jr., Chief Executive Officer
124 West Capitol, Suite 250
Little Rock, Arkansas 72201

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

IN THE MATTER OF THE APPLICATION OF)	ORDER GRANTING
CONNECTILD, INC. FOR A CERTIFICATE OF)	CERTIFICATE OF
AUTHORITY TO PROVIDE)	AUTHORITY
TELECOMMUNICATIONS SERVICES IN)	
SOUTH DAKOTA)	TC99-104

On November 4, 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 Connect!LD, Inc. (Connect).

Connect proposes to offer presubscribed "1+" and toll free inbound services throughout the state of South Dakota. A proposed tariff was filed by Connect. The Commission has classified long distance service as fully competitive.

On November 12, 1999, the Commission electronically transmitted notice of the filing and the intervention deadline of November 26, 1999, to interested individuals and entities. No petitions to intervene or comments were filed and at its January 6, 2000, meeting, the Commission considered Connect's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to the condition that Connect 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 SDCL Chapter 49-31, specifically 49-31-3 and ARSD 20:10:24:02 and 20:10:24:03. The Commission finds that Connect has met the legal requirements established for the granting of a certificate of authority. Connect 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 Connect's application for a certificate of authority, subject to the condition that Connect 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 Connect's application for a certificate of authority is hereby granted, subject to the condition that Connect not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. It is

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

Dated at Pierre, South Dakota, this 12th day of January, 2000.

CERTIFICATE OF SERVICE

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

By: Melaine Kalbo

Date: 1/13/00

(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 January 6, 2000
Docket No. TC99-104

This is to certify that

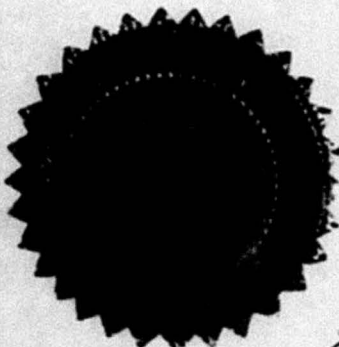
CONNECT!LD, INC.

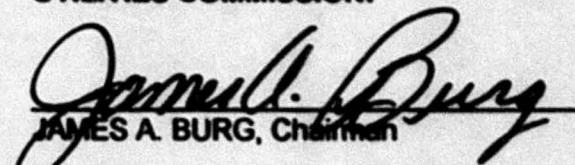
is authorized to provide telecommunications services in South Dakota.

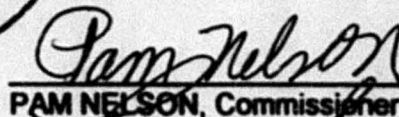
This certificate is issued in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, and is subject to all of the conditions and limitations contained in the rules and statutes governing its conduct of offering telecommunications services.

Dated at Pierre, South Dakota, this 12th day of January, 2000.

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**




JAMES A. BURG, Chairman


PAM NELSON, Commissioner


LASKA SCHOENFELDER, Commissioner