

TC99-035

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APR 07 1999

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Telephone: (770) 232-9200

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Lance J.M. Steinhart
Attorney At Law
6455 East Johns Crossing
Suite 285
Duluth, Georgia 30097

Also Admitted in New York
and Maryland

April 5, 1999

VIA AIRBORNE EXPRESS

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

Re: Blackstone Communications Company

Dear Mr. Bullard:

Enclosed please find one original and ten (10) copies of Blackstone Communications Company's Application for Registration of a Telecommunications Company.

Please note that Exhibit A, the Certificate of Authority from the Secretary of State, is not attached. We have applied for the certificate and will forward a copy to the commission upon receipt.

In order to expedite the processing of this application, I would like to suggest that all requests for information by the analyst be made by either telephone or facsimile. I will make every effort to respond on the day of the request.

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

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

Respectfully submitted,


Lance J.M. Steinhart
Attorney for Blackstone Communications Company

Enclosures
cc: Luis Arias

APPLICATION FOR REGISTRATION
OF BLACKSTONE COMMUNICATIONS COMPANY
FILED WITH THE
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE)
APPLICATION OF)
BLACKSTONE COMMUNICATIONS)
COMPANY FOR AN ORDER) Docket No. _____
AUTHORIZING THE REGISTRATION)
OF APPLICANT AS A)
TELECOMMUNICATIONS COMPANY)

APPLICATION

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

1. Name, Address and Telephone Number of Applicant:

Blackstone Communications Company
7900 NW 36th Street, 2nd Floor
Miami, Florida 33166
Telephone: (305) 639-9590

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

3. Applicant's corporate information:

Applicant was incorporated in the State of Florida on February 10, 1995. A copy of the Applicant's Articles of Incorporation is attached hereto as Exhibit A. A copy of Applicant's Certificate of Authority to transact business as a foreign corporation in the State of South Dakota is attached hereto as Exhibit B.

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

National Registered Agents, Inc.
300 South Phillips Avenue, Ste. 300
Sioux Falls, SD 57102

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

Name and Address	Shares Owned	Percentage of all Shares Issued and Outstanding and Voting Control
Luis 7900 NW 36th Street 2nd Floor Miami, Florida 33166	100	100%

4. Partnership Information:

Not Applicable.

5. Description of Services Applicant intends to offer:

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

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

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

7. Geographic Areas in which services will be offered:

Applicant intends to provide services on a statewide basis.

8. Financial Qualifications:

Applicant is financially qualified to provide intrastate interexchange telecommunications services within South Dakota. In particular, Applicant has adequate access to the capital necessary to fulfill any obligations it may undertake with respect to the provision of intrastate telecommunications services in the State of South Dakota. See Exhibit C, which is

attached hereto, Applicant's Balance Sheet and Statement of Operations for the period from January 1, 1999 through March 24, 1999, which demonstrates that Applicant has the financial ability to provide the services that it proposes to offer.

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

All inquiries regarding regulatory matters should be addressed to:

Luis Arias, President
7900 NW 36th Street, 2nd Floor
Miami, Florida 33166
Telephone: (305) 639-9590
Facsimile: (305) 592-6691
E-Mail: sales@blackstonecallingcard.com

All inquiries regarding complaints should be addressed to:

Eddie Pena, Customer Service Manager
7900 NW 36th Street, 2nd Floor
Miami, Florida 33166
Telephone: (800) 469-6535
Facsimile: (305) 592-6691
E-Mail: sales@blackstonecallingcard.com

The Applicant's customers will be direct billed utilizing "real-time" completed call detail information from Applicant's underlying carriers. Applicant's toll-free number will be on all invoices and customer service will be provided in-house by the Applicant.

10. Regulatory Status:

Applicant is currently in the process of obtaining all required authorizations from the state regulatory agencies. Applicant is currently authorized to provide service in Iowa, Michigan, Montana, New Jersey, Pennsylvania, Texas, Utah and Virginia.

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

11. Description of Marketing

Applicant intends to market its services to primarily to small to mid-sized businesses and residential customers. All sales personnel will have telecommunications service experience. Applicant will market through direct sales by employees and agents. Applicant does not intend to engage in multilevel marketing. A copy of Applicant's marketing materials are attached hereto as Exhibit D.

12. Cost Support:

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

13. Federal Tax Identification Number:

65-0554483

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

None


15. Tariff

A copy of Applicant's proposed tariff is attached hereto as Exhibit E.

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

DATED this 9 day of April, 1999.

Blackstone Communications Company

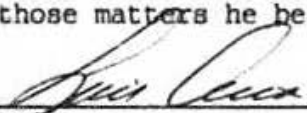
By: 
Lance J.M. Steinhart, Its Counsel

6455 East Johns Crossing
Suite 285
Duluth, Georgia 30097
(770) 232-9200

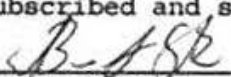
STATE OF FLORIDA

COUNTY OF MIAMI-DADE

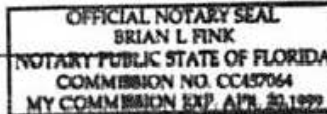
Luis Arias, being first duly sworn, deposes and says that he is the President of Blackstone Communications Company, the Applicant in the proceeding entitled above, that he has read the foregoing application and knows the contents thereof; that the same are true of his knowledge, except as to matters which are therein stated on information or belief, and to those matters he believes them to be true.


Luis Arias

Subscribed and sworn to before this 26th day of March, 1999.


Notary Public

My Commission expires: _____



LIST OF EXHIBITS

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

EXHIBIT A - ARTICLES OF INCORPORATION

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of BLACKSTONE COMMUNICATIONS COMPANY, a corporation organized under the laws of the State of Florida, filed on February 10, 1995, as shown by the records of this office.

The document number of this corporation is P95000011500.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Tenth day of March, 1999



CR2EO22 (1-99)

Katherine Harris
Katherine Harris
Secretary of State

ARTICLES OF INCORPORATION
OF
BLACKSTONE COMMUNICATIONS COMPANY.

FILED
55 FEB 10 AM 10:55

THE UNDERSIGNED, has executed the following document as incorporator of the above named corporation, a corporation organized under the laws of the State of Florida, and all rights duties and obligations of the undersigned as incorporator, and those of the corporation, are to be determined in accordance with the laws of the State of Florida.

ARTICLE I

The name of this corporation shall be:

BLACKSTONE COMMUNICATIONS COMPANY.

ARTICLE II

This corporation shall commence existene upon the filing of these Articles of Incorporation by the Department of State, State of Florida, and shall have perpetual existence.

ARTICLE III

The principal place of business and mailing address of this corporation shall be:

MR. LUIS ARIAS
c/o MR. E. CANTEPA, J.D. Attorney at Law
7900 N.W. 36th Street
Second Floor
Miami, Florida 33166

ARTICLE IV

The General nature of the business and objects and purposes proposed to be transacted and carried on by this corporation are to do any and all of the things herein mentioned, as fully and to the same extent as natural persons might do, viz:

- (1) Transact any and all lawful business.
- (2) Said corporation shall further have powers:

To have perpetual succession by its corporate name;

To sue and be sued, complain, and defend in its corporate name in all actions or proceedings;

To have a corporate seal, which may be altered at pleasure, and to use the same by causing it, or a facsimile thereof, to be impressed, affixed, or in any other manner reproduced;

To purchase, take, receive, lease, or otherwise acquire, own, hold, improve, use, and otherwise deal in and with real or personal property or any interest therein, wherever situated;

To sell, convey, mortgage, pledge, create a security interest in, lease, exchange, transfer, and otherwise dispose of all or any part of its property and assets;

To lend money to, and use its credit to assist, its officers and employees in accordance with Florida Statutes S607.141;

To purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in, or obligations of, other domestic or foreign corporations, associations, partnerships, or individuals, or direct or indirect obligations of the United States or of any other government, state, territory, governmental district, or municipality or of any instrumentality thereof;

To make contracts and guarantees and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage or pledge of all or any of its property, franchises, and income;

To lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security of the payment of funds so loaned or invested;

To conduct its business, carry on its operations, and have offices and exercise the powers granted by this act within or without this state;

To elect or appoint officers and agents of the corporation and define their duties and fix their compensation.

To make and alter bylaws, not inconsistent with its articles of incorporation or with the laws of this state, for the administration;

To make donations for the public welfare or for charitable, scientific, or educational purposes;

To transact any and all lawful business which the board of directors shall find will be in aid of governmental policy;

To pay pensions and establish pension plans, profit sharing plans, stock bonus plans, stock option plans, and other incentive plans for any or all of its directors, officers, and employees and for any or all of the directors, officers, and employees of its subsidiaries;

To be a promoter, incorporator, partner, member, associate, or manager of any corporation, partnership, joint venture, trust, or other enterprise;

To have and exercise all powers necessary or convenient to effect its purposes;

To indemnify any person who by reason of the fact that he is or was a director, officer, employee or agent of the corporation to the full extent as permitted by Florida Statute §607.014;

ARTICLE V

The aggregate number of shares which this corporation shall have authority to issue is the total sum of shares, having an individual par value of:

ONE THOUSAND SHARES/NO PAR VALUE.

ARTICLE VI

The name and street address of the initial Registered Agent of this corporation shall be:

EDUARDO CANTERA, J.D.
7900 N.W. 36th Street,
Miami, Florida 33166

ARTICLE VII

The initial board of Directors shall consist of a total of Two (2) persons. Their names and address of said individuals who are to serve as an initial directors are:

Luis Arias
7900 N.W. 36th Street
Miami, Florida 33166

Director

Eduardo Cantera, J.D.
7900 N.W. 36th Street
Miami, Florida 33166

Director

ARTICLE VIII

The name and address of the incorporators executing these Articles of incorporation is:

Luis Arias
7900 N.W. 36th Street
Miami, Florida 33166

Eduardo Cantera, J.D.
7900 N.W. 36th Street
Miami, Florida 33166

ARTICLE IX

The initial officers of BLACKSTONE COMMUNICATIONS GROUP., shall be:

LUIS ARIAS President

EDUARDO CANTEPA Executive Vice President/Secretary

The name and address of the incorporators executing these Articles of Incorporation is:

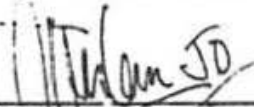
Luis Arias
7900 N.W. 36th Street
Miami, Florida 33166

Eduardo Cantera, J.D.
7900 N.W. 36th Street
Miami, Florida 33166

The undersigned has executed these Articles of Incorporation this Seven day of February, 1995.



LUIS ARIAS
7900 N.W. 36th Street
Miami, Florida 33166



EDUARDO CANTEPA, J.D.
7900 N.W. 36th Street
Miami, Florida 33166

CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE

FILED
JUN 10 1985

Pursuant to the provisions of section 607.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

First that: **BLACKSTONE COMMUNICATIONS COMPANY.,** desiring to organize in the State of Florida with its principal office, as indicated in the article of incorporation has named:

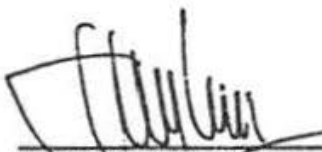
Attorney Eduardo Cantera, ESQ.

With offices at:

7900 N.W. 36th Street
Miami, Dade County, Florida 33166
Telephone: (305) 639-9590

State of Florida, as its agent to accept service of process within this state.

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.



EDUARDO CANTERA, ESQ.
Registered Agent
Florida Bar Number 154970

EXHIBIT B - CERTIFICATE OF AUTHORITY

EXHIBIT C - MARKETING MATERIAL

EXHIBIT D - FINANCIAL INFORMATION

BLACKSTONE COMMUNICATIONS COMPANY
 STATEMENT OF ASSETS, LIABILITIES, AND STOCKHOLDER'S EQUITY
 INCOME TAX BASIS
 MARCH 24, 1999

ASSETS

CURRENT ASSETS

Cash		\$ 1,164
Prepaid Expenses		300,000

TOTAL ASSETS		\$ 301,164

LIABILITIES AND STOCKHOLDER'S EQUITY

TOTAL LIABILITIES		\$ 0

STOCKHOLDER'S EQUITY

Common Stock		100
Additional Paid in Capital		300,000
Retained Earnings		1,076
Current Year Income (Loss)		(12)

Total Stockholder's Equity		301,164

TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY		\$ 301,164

BLACKSTONE COMMUNICATIONS COMPANY
STATEMENTS OF REVENUES AND EXPENSES
INCOME TAX BASIS
FOR THE PERIOD JANUARY 1, 1999 THROUGH MARCH 24, 1999

GRAND REVENUE		
COST OF GOODS SOLD	9	0
GRAND PROFIT		0
OPERATING EXPENSES		0
Bank Charges		
TOTAL OPERATING EXPENSES		12
NET INCOME (LOSS) - INCOME TAX BASIS		12
	9	(12)

EXHIBIT E - PROPOSED TARIFF

BLACKSTONE COMMUNICATIONS COMPANY

ORIGINAL SHEET 1

SOUTH DAKOTA PUC TARIFF NO. 1

TELECOMMUNICATIONS SERVICES TARIFF

TITLE SHEET

SOUTH DAKOTA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Blackstone Communications Company ("Blackstone"), with principal offices at 7900 NW 36th Street, 2nd Floor, Miami, Florida 33166. This tariff applies for services furnished within the State of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

ISSUED: April 6, 1999

EFFECTIVE: , 1999

ISSUED BY:

Luis Arias, President
7900 NW 36th Street, 2nd Floor
Miami, Florida 33166

BLACKSTONE COMMUNICATIONS COMPANY

ORIGINAL SHEET 2

SOUTH DAKOTA PUC TARIFF NO. 1

TELECOMMUNICATIONS SERVICES TARIFF

RESERVED FOR FUTURE USE

ISSUED: April 6, 1999

ISSUED BY:

Luis Arias, President
7900 NW 36th Street, 2nd Floor
Miami, Florida 33166

EFFECTIVE: , 1999

TELECOMMUNICATIONS SERVICES TARIFFCHECK SHEET

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

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
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21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original
29	Original
30	Original
31	Original
32	Original

* New or Revised Sheet

ISSUED: April 6, 1999

EFFECTIVE: , 1999

ISSUED BY:

Luis Arias, President
7900 NW 36th Street, 2nd Floor
Miami, Florida 33166

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ISSUED: April 6, 1999

EFFECTIVE: , 1999

ISSUED BY:

Luis Arias, President
7900 NW 36th Street, 2nd Floor
Miami, Florida 33166

TELECOMMUNICATIONS SERVICES TARIFFTARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets 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 pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

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

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

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

ISSUED: April 6, 1999

EFFECTIVE: , 1999

ISSUED BY:

Luis Arias, President
7900 NW 36th Street, 2nd Floor
Miami, Florida 33166

TELECOMMUNICATIONS SERVICES TARIFF

SYMBOLS

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

- (C) to signify change in regulation
- (D) to signify a deletion
- (I) to signify a rate increase
- (L) to signify material relocated in the tariff
- (N) to signify a new rate or regulation
- (R) to signify a rate reduction
- (T) to signify a change in text, but no change in rate or regulation

ISSUED: April 6, 1999

EFFECTIVE: , 1999

ISSUED BY:

Luis Arias, President
7900 NW 36th Street, 2nd Floor
Miami, Florida 33166

TELECOMMUNICATIONS SERVICES TARIFFSECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Blackstone's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Blackstone to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the South Dakota Public Utilities Commission.

Customer - The person, firm, corporation or other legal entity which orders the services of Blackstone, or purchases a Blackstone Prepaid Calling Card and/or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Company or Blackstone - Used throughout this tariff to mean Blackstone Communications Company, a Florida corporation.

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

Prepaid Account - An inventory of Teleccm Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

ISSUED: April 6, 1999

EFFECTIVE: , 1999

ISSUED BY:

Luis Arias, President
7900 NW 36th Street, 2nd Floor
Miami, Florida 33166

TELECOMMUNICATIONS SERVICES TARIFF

Prepaid Calling Card - A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

Resp. Org - Responsible Organization or entity identified by an 800 service Customer that manages and administers records in the 800 database and management system.

Switched Access - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

Telecom Unit - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of South Dakota.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

ISSUED: April 6, 1999

EFFECTIVE: , 1999

ISSUED BY:

Luis Arias, President
7900 NW 36th Street, 2nd Floor
Miami, Florida 33166

TELECOMMUNICATIONS SERVICES TARIFFSECTION 2 - RULES AND REGULATIONS2.1 Undertaking of the Company

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

ISSUED: April 6, 1999

EFFECTIVE: , 1999

ISSUED BY:

Luis Arias, President
7900 NW 36th Street, 2nd Floor
Miami, Florida 33166

TELECOMMUNICATIONS SERVICES TARIFF

- 2.1.1 The services provided by Blackstone are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by Blackstone and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of Blackstone.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 Use of Services

- 2.2.1 Blackstone's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of Blackstone's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

ISSUED: April 6, 1999
ISSUED BY:

Luis Arias, President
7900 NW 36th Street, 2nd Floor
Miami, Florida 33166

EFFECTIVE: , 1999

TELECOMMUNICATIONS SERVICES TARIFF

- 2.2.3 The use of Blackstone's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Blackstone's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 Blackstone does not transmit messages, but the services may be used for that purpose.
- 2.2.6 Blackstone's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

ISSUED: April 6, 1999

EFFECTIVE: , 1999

ISSUED BY:

Luis Arias, President
7900 NW 36th Street, 2nd Floor
Miami, Florida 33166

TELECOMMUNICATIONS SERVICES TARIFF

- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 Reserved for Future Use
- 2.3.5 Reserved for Future Use
- 2.3.6 Reserved for Future Use

ISSUED: April 6, 1999

EFFECTIVE: , 1999

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Luis Arias, President
7900 NW 36th Street, 2nd Floor
Miami, Florida 33166

TELECOMMUNICATIONS SERVICES TARIFF

2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.4 Responsibilities of the Customer

2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.

2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Blackstone on the Customer's behalf.

2.4.3 If required for the provision of Blackstone's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Blackstone.

2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to Blackstone and the Customer when required for Blackstone personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of Blackstone's services.

2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of Blackstone's equipment to be maintained within the range normally provided for the operation of microcomputers.

ISSUED: April 6, 1999

EFFECTIVE: , 1999

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TELECOMMUNICATIONS SERVICES TARIFF

- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with Blackstone's facilities or services, that the signals emitted into Blackstone's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Blackstone will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Blackstone equipment, personnel or the quality of service to other Customers, Blackstone may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Blackstone may, upon written notice, terminate the Customer's service.
- 2.4.7 The Customer must pay Blackstone for replacement or repair of damage to the equipment or facilities of Blackstone caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any Blackstone equipment installed at Customer's premises.
- 2.4.9 If Blackstone installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.

ISSUED: April 6, 1999

EFFECTIVE: , 1999

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TELECOMMUNICATIONS SERVICES TARIFF

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

2.5 Cancellation or Interruption of Services

- 2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, Blackstone may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
- 2.5.1.A For nonpayment of any sum due Blackstone for more than thirty (30) days after issuance of the bill for the amount due, unless the charge is in dispute;
- 2.5.1.B For violation of any of the provisions of this tariff,
- 2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over Blackstone's services, or
- 2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Blackstone from furnishing its services.

ISSUED: April 6, 1999

EFFECTIVE: , 1999

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Luis Arias, President
7900 NW 36th Street, 2nd Floor
Miami, Florida 33166

TELECOMMUNICATIONS SERVICES TARIFF

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

ISSUED: April 6, 1999

EFFECTIVE: , 1999

ISSUED BY:

Luis Arias, President
7900 NW 36th Street, 2nd Floor
Miami, Florida 33166

TELECOMMUNICATIONS SERVICES TARIFF

2.6 Credit Allowance

- 2.6.1 Credit may be given for disputed calls, on a per call basis.
- 2.6.2 Credit shall not be issued for unavailability of long distance services.

ISSUED: April 6, 1999

EFFECTIVE: , 1999

ISSUED BY:

Luis Arias, President
7900 NW 36th Street, 2nd Floor
Miami, Florida 33166

TELECOMMUNICATIONS SERVICES TARIFF

2.7 Restoration of Service

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

2.8 Deposit

The Company does not require deposits to commence service.

2.9 Advance Payments

Blackstone does not require advance payments.

ISSUED: April 6, 1999

EFFECTIVE: , 1999

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Luis Arias, President
7900 NW 36th Street, 2nd Floor
Miami, Florida 33166

TELECOMMUNICATIONS SERVICES TARIFF2.10 Payment and Billing

- 2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. A late fee will be assessed on unpaid amounts 30 days after rendition of bills.
- 2.10.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.10.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within 180 days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such 180 day period.

ISSUED: April 6, 1999

EFFECTIVE: , 1999

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Luis Arias, President
7900 NW 36th Street, 2nd Floor
Miami, Florida 33166

TELECOMMUNICATIONS SERVICES TARIFF**2.11 Collection Costs**

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

2.12 Taxes

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

2.13 Late Charge

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

2.14 Returned Check Charge

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

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EFFECTIVE: , 1999

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Luis Arias, President
7900 NW 36th Street, 2nd Floor
Miami, Florida 33166

TELECOMMUNICATIONS SERVICES TARIFFSECTION 3 - DESCRIPTION OF SERVICE3.1 Computation of Charges

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

ISSUED: April 6, 1999

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TELECOMMUNICATIONS SERVICES TARIFF

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

3.2 Customer Complaints and/or Billing Disputes

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

7900 NW 36th Street, 2nd Floor
Miami, Florida 33166
(800) 469-6535

Any objection to billed charges should be reported promptly to Blackstone. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

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Luis Arias, President
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TELECOMMUNICATIONS SERVICES TARIFF

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

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

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

3.3 Level of Service

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

3.4 Billing Entity Conditions

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

ISSUED: April 6, 1999

EFFECTIVE: , 1999

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Luis Arias, President
7900 NW 36th Street, 2nd Floor
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TELECOMMUNICATIONS SERVICES TARIFF3.5 Service Offerings

3.5.1 1+ Dialing

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

3.5.2 Travel Cards

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

3.5.3 800 Service (Toll-Free)

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

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Luis Arias, President
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TELECOMMUNICATIONS SERVICES TARIFF

3.5.4 Blackstone Prepaid Calling Cards

This service permits use of Prepaid Calling Cards for placing long distance calls. Customers may purchase Blackstone Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. Blackstone Prepaid Calling Cards are available at a variety of face values ranging from five dollars (\$5.00), in one dollar (\$1.00) increments. Blackstone Prepaid Calling Card service is accessed using the Blackstone toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. Blackstone's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units for each call is deducted from the remaining Telecom Unit balance on the Customer's Blackstone Prepaid Calling Card.

All calls must be charged against Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted.

In order to continue the call, the Customer can either call the toll-free number on the back of the Blackstone Prepaid Calling Card and "recharge" the balance on the card using a nationally recognized credit card, or the Customer can throw the card away and purchase a new one. Calls in progress will be terminated by the Company if the balance on the Blackstone Prepaid Calling Card is insufficient to continue the call and the Customer fails to enter the number of another valid Blackstone Prepaid Calling Card prior to termination.

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Miami, Florida 33166

TELECOMMUNICATIONS SERVICES TARIFF

A card will expire 12 months from the date of purchase, or the date of last recharge, whichever is later. The expiration date will be printed on all cards. The Company will not refund unused balances.

A credit allowance for Blackstone Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the Blackstone Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, etc.), and the approximate time that the call was placed.

When a call charged to an Blackstone Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit.

Credit allowances for calls pursuant to Blackstone Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

ISSUED: April 6, 1999

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Miami, Florida 33166

TELECOMMUNICATIONS SERVICES TARIFF

3.5.5 Directory Assistance.

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

ISSUED: April 6, 1999

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Luis Arias, President
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TELECOMMUNICATIONS SERVICES TARIFF

3.5.6 Specialized Pricing Arrangements.

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

3.5.7 Emergency Call Handling Procedures

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

3.5.8 Promotional Offerings

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

ISSUED: April 6, 1999

EFFECTIVE: , 1999

ISSUED BY:

Luis Arias, President
7900 NW 36th Street, 2nd Floor
Miami, Florida 33166

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RATES

4.1 1+ Dialing

\$0.249 per minute

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

4.2 Travel Cards

\$.149 per minute

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

ISSUED: April 6, 1999

EFFECTIVE: , 1999

ISSUED BY:

Luis Arias, President
7900 NW 36th Street, 2nd Floor
Miami, Florida 33166

TELECOMMUNICATIONS SERVICES TARIFF

4.3 Toll Free

\$0.249 per minute

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

4.4 Prepaid Calling Cards

\$.04 Per Telecom Unit

A \$.70 per call service charge applies.

ISSUED: April 6, 1999

EFFECTIVE: , 1999

ISSUED BY:

Luis Arias, President
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TELECOMMUNICATIONS SERVICES TARIFF

4.5 Directory Assistance

\$.95

4.6 Returned Check Charge

\$20.00

ISSUED: April 6, 1999

EFFECTIVE: , 1999

ISSUED BY:

Luis Arias, President
7900 NW 36th Street, 2nd Floor
Miami, Florida 33166

TELECOMMUNICATIONS SERVICES TARIFF**4.7 Rate Periods**

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

* To, but not including

When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

4.1 Payphone Dial Around Surcharge

A dial around surcharge of \$.35 per call will be added to any completed INTRASTATE toll access code and subscriber 800/888 type calls placed from a public or semi-public payphone.

4.9 Universal Service Fund Assessment & Presubscribed Interexchange Carrier Charge

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

ISSUED: April 6, 1999

EFFECTIVE: , 1999

ISSUED BY:

Luis Arias, President
7900 NW 36th Street, 2nd Floor
Miami, Florida 33166

CADEN, SWAIN, TUTTLE AND EVANS, P.A.
OPERATING ACCOUNT
1700 ALFRED L. DUFOUR BLDG.
100 E. FLAGLER ST. 305-277-9276
TALLAHASSEE, FL 32311

Tallahassee, FL, U.S.A.
Florida

10003

63-277031

NUMBER

DATE

03/29/99

AMOUNT

\$250.00

South Dakota Public Utilities Commission

Caden, Swain, Tuttle and Evans, P.A. - Operating Account
VOID 60 DAYS AFTER DATE



AUTHORIZED SIGNATURE

⑆010003⑆ ⑆063100277⑆ 003664305481⑆

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of April 1, 1999 through April 7, 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

TELECOMMUNICATIONS

TC99-031 In the Matter of the Filing by FiberComm, L.C. for an Exemption from Developing Company Specific Cost-Based Switched Access Rates.

FiberComm, L.C. has filed, pursuant to ARSD 20:10:27, a petition to be exempted from the requirement of developing intrastate switched access rates based on company specific costs. FiberComm, L.C. has also filed a proposed switched access tariff.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Filed: 04/01/99
Intervention Deadline: 04/23/99

TC99-032 In the Matter of the Filing for Approval of an Interconnection Agreement between City of Hawarden and Heartland Telecommunications Company of Iowa.

Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than April 28, 1999. Parties to the agreement may file written responses to the comments within twenty days of service of the comments.

Staff Analyst: Harlan Best
Staff Attorney: Camron Hoseck
Date Filed: 04/01/99
Comments Due: 04/28/99

TC99-033 In the Matter of the Application of The Free Network, L.L.C. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

The Free Network, L.L.C. proposes to offer resold intrastate long distance services to the public on a statewide basis in the state of South Dakota. The services to be provided are Message Toll Service, Incoming 800/888 and Travel Card services.

Staff Analyst: Harlan Best
Staff Attorney: Camron Hoseck
Date Filed: 04/01/99
Intervention Deadline: 04/23/99

TC99-034 In the Matter of the Application of erbia Network, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

Application of erbia Network, Inc. for a Certificate of Authority to provide intrastate telecommunications services in South Dakota. erbia is proposing to offer interexchange 1+ and 101XXXX direct outbound dialing, 800/888 toll free inbound dialing and travel card services in South Dakota.

Staff Analyst: Dave Jacobson
Staff Attorney: Karen Cremer
Date Filed: 04/02/99
Intervention Deadline 04/23/99

~~TC99-035~~ In the Matter of the Application of Blackstone Communications Company for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

Blackstone Communications Company is a reseller which intends to offer 1+ and 101XXXX direct outbound dialing, 800/888 toll-free inbound dialing, travel card and prepaid calling card service.

Staff Analyst: Keith Senger
Staff Attorney: Karen Cremer
Date Filed: 04/07/99
Intervention Deadline: 04/23/99

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MAY 11, 1999

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Lance J.M. Steinhart
Attorney At Law
6455 East Johns Crossing
Suite 285
Duluth, Georgia 30097

Also Admitted in New York
and Maryland

Telephone: (770) 232-9200
Facsimile: (770) 232-9208

May 8, 1999

VIA AIRBORNE EXPRESS

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

Re: **Blackstone Communications Company; Docket No. TC99-035**

Dear Keith:

Pursuant to your letter dated April 20, 1999, I provide the following information:

1. The applicant is willing to post a bond in the amount of \$25,000 in order to provide prepaid calling card service. Please also see attached resume information which demonstrates applicant's managerial and financial capability. Since applicant is a privately-held developmental stag., applicant hereby requests a waiver of ARSD 20:10:24:02(8) to the extent it requires applicant to file current financial statements.

2. No marketing materials are available at this time.

3. I have attached an original and four (4) copies of revised tariff sheet 17.

I have also enclosed an extra copy of this cover letter to be date stamped and returned to me in the enclosed self-addressed prepaid envelope.

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

Respectfully submitted,


Lance J.M. Steinhart
Attorney for Blackstone Communications Company

Enclosures
cc: Luis Arias

TELECOMMUNICATIONS SERVICES TARIFF

2.6 Credit Allowance

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

ISSUED: April 6, 1999

EFFECTIVE: , 1999

ISSUED BY:

Luis Arias, President
7900 NW 36th Street, 2nd Floor
Miami, Florida 33166

LUIS ARIAS, PRESIDENT OF BLACKSTONE COMMUNICATIONS COMPANY

Mr. Arias, is the founder and President of Blackstone Communications Company. Mr. Arias has been involved in the telecommunications business since 1995. He is also the founder of Blackstone Calling Card, Inc. which has grown into one of the largest distributors of prepaid telephone cards in the United States. Prior to entering the telecommunications business, Mr. Arias was a successful developer and operator of Gasoline/Convenience stores for both Shell Oil Company and Amoco Oil Company.

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MAY 12 1999

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Telephone: (770) 232-9200
Facsimile: (770) 232-9208

Lance J.M. Steinhart
Attorney At Law
6455 East Johns Crossing
Suite 285
Duluth, Georgia 30097

Also Admitted in New York
and Maryland

May 11, 1999

VIA AIRBORNE EXPRESS

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

Re: Blackstone Communications Company; Docket No. TC99-035

Dear Keith:

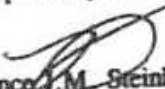
Enclosed please find additional information for Blackstone as follows:

1. A bond in the amount of \$25,000; and
2. A copy of Certificate of Authority issued by Secretary of State.

I have also enclosed an extra copy of this cover letter to be date stamped and returned to me in the enclosed self-addressed prepaid envelope.

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

Respectfully submitted,


Lance J.M. Steinhart
Attorney for Blackstone Communications Company

Enclosures
cc: Luis Arias

**INDEMNITY BOND
TO THE
PEOPLE OF THE STATE OF SOUTH DAKOTA**

Bond No. K05070235

We, BLACKSTONE COMMUNICATIONS COMPANY, the principal and applicant for a **CERTIFICATE OF AUTHORITY** to resell long distance telecommunications services within the State of South Dakota, and INDEMNITY INSURANCE COMPANY OF NORTH AMERICA, as an authorized surety insurer, bind ourselves unto the Public Service Commission of the State of South Dakota and the consumers of South Dakota as Obligor, in the sum of \$ 1,000.00.

The conditions of the obligation are such that the principal, having been granted such **CERTIFICATE OF AUTHORITY** subject to the provision that said principal purchase this Indemnity Bond, and if said principal shall in all respects fully and faithfully comply with all applicable provisions of South Dakota State Law, and reimburse customers of BLACKSTONE COMMUNICATIONS COMPANY for any payment or deposits they have made which may be unable or unwilling to return to said customers as a result of insolvency or other business failure, then this obligation shall be void, discharged and forever exonerated, otherwise to remain in full force and effect.

This bond shall take effect as of the date hereon and shall remain in force and effect until the surety is released from liability by the written order of the Public Service Commission, provided that the surety may cancel this Bond and be relieved of further liability hereunder by delivering thirty (30) days written notice to the Public Service Commission. Such cancellation shall not affect any liability incurred or accrued hereunder prior to the termination of said thirty (30) day period.

Dated this 28th day of APRIL, 1999.
To be effective this 28 day of APRIL, 1999.

The original bond is in Delaine's bottom desk drawer.

By _____
INDEMNITY INSURANCE COMPANY
OF NORTH AMERICA Surety

Countersigned this 29th day of April, 1999.
Countersigned for South Dakota

By _____

By [Signature]
Resident Agent

By [Signature]
D.W. MATSON III Attorney in Fact



Know all men by these presents: That INDEMNITY INSURANCE COMPANY OF NORTH AMERICA, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Philadelphia, Pennsylvania, pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 5, 1983, to wit:

"RESOLVED, That pursuant to Articles 2.12 and 3.1 of the By-Laws, the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

- (1) That the President, any Senior Vice President, any Vice President, and Assistant Vice President, or any Attorney-in-Fact, may execute for and on behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested where necessary by the Corporate Secretary, or any Assistant Corporate Secretary, and the seal of the Company affixed thereon; and that the President, any Senior Vice President, any Vice President or any Assistant Vice President may appoint and authorize any other Officers (selected or appointed) of the Company, an Attorneys-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereon.
(2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested to by the Corporate Secretary.
(3) The signature of the President, or a Senior Vice President, or a Vice President, or an Assistant Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying Officer and the seal of the Company may be affixed by facsimile on any certificate of any such power, and any such power or certificate bearing such facsimile signatures and seal shall be valid and binding on the Company.
(4) Such other Officers of the Company, and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavits or record of the Company necessary to the discharge of their duties.
(5) The passage of this Resolution does not revoke any earlier authority granted by Resolution of the Board of Directors adopted on June 9, 1953, May 28, 1975, and March 23, 1977."

does hereby nominate, constitute and appoint D.W. MATSON, III and JOHN W. CHARLTON both of the City of Coral Gables, State of Florida, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Six Million Dollars (\$6,000,000) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said William Jungreis, Vice-President, has hereto subscribed his name and affixed the corporate seal of the said INDEMNITY INSURANCE COMPANY OF NORTH AMERICA this 14th day of July 1998.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA

Handwritten signature of William Jungreis

William Jungreis, Vice President



COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On This 14th day of July, A.D. 1998, before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came William Jungreis, Vice-President of the INDEMNITY INSURANCE COMPANY OF NORTH AMERICA to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



NOTARIAL SEAL
DEBRA M. BARANO, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Dec 30, 1999

Handwritten signature of Debra M. Barano

Notary Public

I, the undersigned Secretary of INDEMNITY INSURANCE COMPANY OF NORTH AMERICA, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereto subscribed my name as Secretary, and affixed the corporate seal of the Corporation, this 28TH day of APRIL 19 99



Handwritten signature of Debra H. Pazora

Debra H. Pazora, Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER July 14, 2000

NOT VALID UNLESS PRINTED ON TEAL BACKGROUND
Not Valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate of residual value guarantees.

State of South Dakota

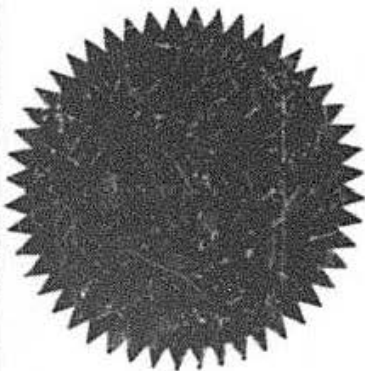


OFFICE OF THE SECRETARY OF STATE

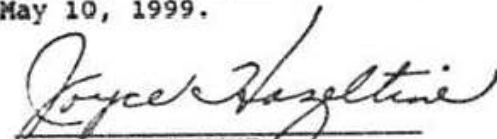
CERTIFICATE OF AUTHORITY

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

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



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this May 10, 1999.


JOYCE HAZELTINE
Secretary of State

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

IN THE MATTER OF THE APPLICATION OF)	ORDER GRANTING
BLACKSTONE COMMUNICATIONS)	CERTIFICATE OF
COMPANY FOR A CERTIFICATE OF)	AUTHORITY
AUTHORITY TO PROVIDE)	
TELECOMMUNICATIONS SERVICES IN)	TC99-035
SOUTH DAKOTA)	

On April 7, 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 Blackstone Communications Company (Blackstone).

Blackstone proposes to offer 1+ and 101XXXX direct outbound dialing, 800/888 toll-free inbound dialing, travel card and prepaid calling card service. A proposed tariff was filed by Blackstone. The Commission has classified long distance service as fully competitive.

On April 8, 1999, the Commission electronically transmitted notice of the filing and the intervention deadline of April 23, 1999, to interested individuals and entities. No petitions to intervene or comments were filed and at its June 8, 1999, meeting, the Commission considered Blackstone's request for a certificate of authority. Commission Staff recommended granting a certificate of authority as Blackstone had furnished the Commission with a surety bond. Commission Staff further recommended a waiver of ARSD 20:10:24:02(8).

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

ORDERED, that Blackstone's application for a certificate of authority is hereby granted. It is

FURTHER ORDERED, that the Commission finds good cause to waive ARSD 20:10:24:02(8). It is

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

Dated at Pierre, South Dakota, this 22nd day of June, 1999.

CERTIFICATE OF SERVICE

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

By: Helaine Kalbo

Date: 6/22/99

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

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 June 8, 1999
Docket No. TC99-035

This is to certify that

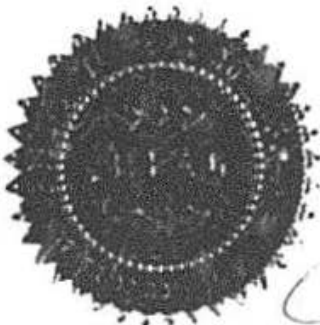
BLACKSTONE COMMUNICATIONS COMPANY

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 22nd day of June, 1999.

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:




PAM NELSON, Commissioner


LASKA SCHOENFELDER, Commissioner