



RECEIVED

JUN 03 2004

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

June 2, 2004
Via Overnight

Ms. Pamela Bonrud
Executive Director
South Dakota Public Utilities Commission
Capitol Building, 1st Floor
500 East Capitol Ave.
Pierre, SD 57501-5070

RE: Application of **Public Communications Services, Inc.** to Provide Interexchange
Telecommunications Services within South Dakota

Dear Ms Bonrud:

Enclosed for filing are the original and ten (10) copies of the registration request of PCS Communications Services, Inc. ("PCS") for authority to provide Interexchange Telecommunications service within South Dakota. Also enclosed, please find the Indemnity Bond No. KO 70 89 46 6 in the amount of \$25,000.00 dated May 17, 2004 submitted on behalf of PCS Communications Services, Inc.

Also enclosed is our check in the amount of \$250.00 to cover the filing fee.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed stamped envelope. Any questions you may have regarding this filing may be directed to me at (407) 740-8575 or vial email at mbyrnes@tminc.com.

Thank you for your assistance.

Sincerely,

Monique Byrnes,
Consultant to
PCS Communications Services, Inc.

MB/lk

cc: T. Joe - PCS
file: PCS - SD Inmate
tms: 5497SDN0400

BEFORE THE
SOUTH DAKOTA PUBLIC SERVICE COMMISSION

REGISTRATION OF
PUBLIC COMMUNICATIONS SERVICES, INC.

Pursuant to Rule 20:10:24:02 of the Commission's Telecommunications Services Rules, Public Communications Services, Inc. ("PCS") submits the following registration information:

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

Public Communications Services, Inc. ("PCS")
11859 Wilshire Boulevard, Suite 600
Los Angeles, California 90025
Phone: 310-954-3029
Fax: 310-954-2104
Toll-Free: 888-288-9879

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

Same as subdivision (1).

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 in South Dakota from the Secretary of State;**

Public Communications Services, Inc. was incorporated on January 27, 1997 under the laws of the State of California. A copy of the applicant's Secretary of State authority in South Dakota is included as Attachment I.

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

PCS has no principal office in South Dakota.

Registered Agent: National Registered Agents, Inc.
300 So. Phillips Avenue, Suite 300
Sioux Falls, SD 57102

3. If the applicant is a corporation: (cont'd.)

- (c) The name and address of each 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;**

Paul Jennings 50%
Joe Fryzer 50%
11859 Wilshire Boulevard, Suite 600
Los Angeles, California 90025

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

Not applicable.

5. A description of the telecommunications services the applicant intends to offer.

PCS proposes to provide intrastate telecommunications services on a collect, prepaid and debit basis to inmates of prisons, jails and other confinement institutions. The company installs sophisticated premises equipment within the facility which permits inmates to make outgoing, collect-only calls without the assistance of a live operator. PCS's call processing system provides automated voice prompts to the caller and the called party which give clear instructions on how to place and accept the call. The called party must accept the call with an affirmative response. If such a response is not received, the call is terminated automatically. Please see Attachment III for PCS's proposed tariff.

6. A detailed statement of the means by which the applicant will provide its services.

PCS intends to resell the services of authorized carriers. PCS does not propose to own switching equipment or transmission facilities within the State of South Dakota. All transmission services are leased from other carriers. The choice of an underlying carrier for South Dakota customers is made based on an evaluation of performance, quality and price offered by the carrier. PCS relies on the technical expertise of its underlying carrier for the operation, maintenance and supervision of the network.

7. The geographic areas in which the services will be offered or a map describing the service area.

PCS intends to offer its services throughout the State of South Dakota.

8. **Current financial statements of the applicant including a balance sheet, income statement, and cash flow 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.**

Please see Attachment II for evidence of Applicant's financial fitness.

9. **The names, addresses, telephone number, fax number, E-mail address, and toll-free number of the applicant's representatives to whom all inquiries must 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:

Monique Byrnes, Consultant to Public Communications Services, Inc.
Technologies Management, Inc.
210 N. Park Avenue
Winter Park, FL 32789
Phone: 407-740-8575
Fax: 407-740-0613
E-Mail: mbyrnes@tminc.com

For complaints and on-going regulatory issues:

Poova Bullock
Public Communications Services, Inc.
11859 Wilshire Boulevard, Suite 600
Los Angeles, California 90025
Phone: 310-954-3017
Fax: 310-954-2104
Toll-Free: 888-288-9879
E-Mail: Poova.bullock@teampcs.com

For all other matters, contact:

Monique Byrnes, Consultant to Public Communications Services, Inc.
Technologies Management, Inc.
210 N. Park Avenue
Winter Park, FL 32789
Phone: 407-740-8575
Fax: 407-740-0613
E-Mail: mbyrnes@tminc.com

Customers with billing inquiries or service complaints may contact the Company's Customer Service Department for assistance. PCS's Customer Service may be reached toll-free at 1-888-288-9879 or by writing to Public Communications Services, Inc., Customer Service Department, 11859 Wilshire Boulevard, Suite 600, Los Angeles, California 90025. The Customer Service Department is staffed Monday through Friday from 7AM to 5 PM Pacific time. After hours inquiries are handled by voicemail, and are returned the next day.

- 10. A description of the applicant's experience providing any telecommunications services in South Dakota or in other jurisdictions, including the types of services provided, and the dates and nature of state or federal authorization to provide the services;**

PCS has been providing inmate operator services since 1998 and continues to be one of the strongest companies in the industry. The company has recently expanded its service offerings to include prepaid collect operator services - which allows recipients of inmate collect calls to prepay for the service; and commissary debit collect calls - which allows inmates at confinement facilities to pay into a commissary account for the purpose of future calling. These calling innovations along with the Company's management of confinement services has provided continued success to PCS.

- 11. A list of the states in which the applicant is registered or certified to provide telecommunications services, whether the applicant has ever been denied registration or certification in any state and the reasons for any such denial, a statement as to whether or not the applicant is in good standing with the appropriate regulatory agency in the states where it is registered or certified, and a detailed explanation of why the applicant is not in good standing in a given state, if applicable:**

Public Communications Services, Inc. ("PCS") plans to offer its service nationwide. PCS is authorized to provide similar service as those requested by South Dakota in the following states: Alabama, Arizona, California, Colorado, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kentucky, Maine, Massachusetts, Mississippi, Missouri, Montana, Nebraska, New Hampshire, New Mexico, New York, Oklahoma, Texas, Vermont, Washington and Wisconsin.

The applicant has never been denied registration or certification in any state. The applicant is in good standing with the appropriate regulatory agency in the states where it is registered or certified.

- 12. A description of how the applicant intends to market services, 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.**

PCS does not engage in multilevel marketing and does not have any brochures available for its services. As an inmate operator service company, PCS contracts with inmate facilities/confinement institutions for the sole purpose of inmate collect calling.

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

As a provider of resold long distance services only, the services and rates in the Company's tariff are all competitive services. Therefore no cost support is provided.

- 14. Federal tax identification number:**

Public Communications Services, Inc.'s federal tax identification number is 88-0336762.

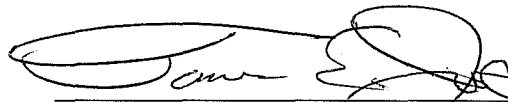
15. **The number and nature of complaints filed against the applicant with any state or federal regulatory commission regarding the unauthorized switching of a customer's telecommunications provider and the act of charging customers for services that have not been ordered.**

Public Communications Services, Inc. has had no complaints filed against it.

16. **A written request for waiver of those rules the applicant believes to be inapplicable.**

Please see response to item 8 of this application.

Submitted by:

A handwritten signature in black ink, appearing to read "Tommie Joe", is written over a horizontal line.

Tommie Joe- Chief Operating Officer
Public Communications Services, Inc.

TECHNOLOGIES MANAGEMENT, INC.
P.O. BOX 200
WINTER PARK, FL 32790-0200
(407) 740-8575

AMSOUTH BANK
THE RELATIONSHIP PEOPLE
63-466/631

38266

6/1/2004

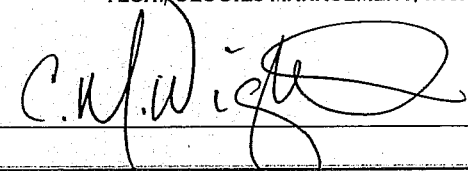
PAY TO THE ORDER OF South Dakota Public Service Comm.

\$ **250.00

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

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

TECHNOLOGIES MANAGEMENT, INC.



MEMO:
Filing fee for PCS

⑈038266⑈ ⑆063104668⑆ 3720575084⑈

TECHNOLOGIES MANAGEMENT, INC.

38266

South Dakota Public Service Comm.

6/1/2004

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
06/01/2004	Bill	PCS	250.00	250.00		250.00
				Check Amount		250.00

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JUN 03 2004

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Amsouth New Operating Filing fee for PCS

250.00

Security features. Details on back.



ATTACHMENT I

Authority to Operate in South Dakota

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

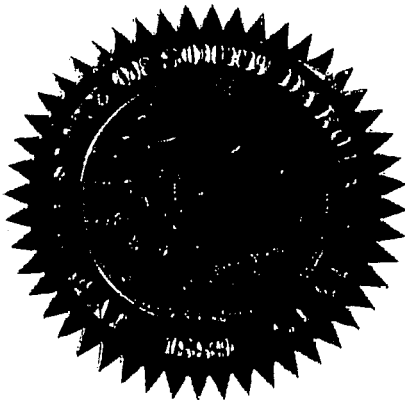
Certificate of Authority

ORGANIZATIONAL ID #: FB028524

I, **Chris Nelson**, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of **PUBLIC COMMUNICATIONS SERVICES, INC. (CA)** 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 11, 2004.



Chris Nelson

Chris Nelson
Secretary of State

ATTACHMENT II

Financials

PUBLIC COMMUNICATIONS SERVICES, INC.
STATEMENT OF INCOME AND RETAINED EARNINGS

	For the Year Ended December 31,	
	<u>2003</u>	<u>2002</u>
REVENUES	\$49,192,293	\$52,087,404
COST OF REVENUES	<u>35,126,981</u>	<u>39,940,759</u>
GROSS PROFIT	14,065,312	12,146,645
GENERAL AND ADMINISTRATIVE EXPENSES	<u>12,181,115</u>	<u>11,297,574</u>
INCOME FROM OPERATIONS	1,884,197	849,071
OTHER INCOME (EXPENSE)		
Interest income	420,473	588,040
Interest expense	(415,436)	(625,219)
Loss on disposal of property and equipment	<u>(22,892)</u>	<u>(57,707)</u>
	<u>(17,855)</u>	<u>(94,886)</u>
INCOME BEFORE FRANCHISE TAXES	1,866,342	754,185
PROVISION FOR FRANCHISE TAXES	<u>38,811</u>	<u>31,713</u>
NET INCOME	1,827,531	722,472
RETAINED EARNINGS, BEGINNING	<u>2,670,365</u>	<u>1,947,893</u>
RETAINED EARNINGS, ENDING	<u>\$ 4,497,896</u>	<u>\$ 2,670,365</u>

The accompanying notes are an integral part of these statements.

PUBLIC COMMUNICATIONS SERVICES, INC.

BALANCE SHEET

ASSETS

	December 31,	
	2003	2002
CURRENT ASSETS		
Cash	\$ 616,009	\$ 1,066,863
Accounts receivable, net of allowance of \$1,641,904-2003; \$1,548,012-2002	6,333,695	5,222,691
Other receivables	148,032	422,312
Prepaid expenses and other current assets	573,019	1,121,540
Due from related parties	8,040,022	7,243,648
	<u>15,710,777</u>	<u>15,077,054</u>
PROPERTY AND EQUIPMENT	<u>3,066,820</u>	<u>3,782,432</u>
OTHER ASSETS		
Note receivable - stockholder	600,000	600,000
Intangible asset	1,103,252	
	<u>1,703,252</u>	<u>600,000</u>
TOTAL ASSETS	<u>\$20,480,849</u>	<u>\$19,459,486</u>

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES		
Accounts payable	\$ 4,304,981	\$ 5,939,540
Accrued expenses	3,363,402	2,902,895
Deferred revenue	580,813	497,247
Due to related parties	2,736,061	2,524,225
Notes payable and capital lease obligation, current portion	1,052,465	704,899
	<u>12,037,722</u>	<u>12,568,806</u>
NONCURRENT LIABILITIES		
Other liabilities		69,854
Notes payable - stockholders	2,600,000	2,600,000
Notes payable and capital lease obligation, net of current portion	1,341,831	1,547,061
	<u>3,941,831</u>	<u>4,216,915</u>
COMMITMENTS AND CONTINGENCY (Note 10)		
STOCKHOLDERS' EQUITY		
Common stock, no par value, 10,000 shares authorized, 1,000 shares issued and outstanding	3,400	3,400
Retained earnings	4,497,896	2,670,365
	<u>4,501,296</u>	<u>2,673,765</u>
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	<u>\$20,480,849</u>	<u>\$19,459,486</u>

The accompanying notes are an integral part of these statements.

RECEIVED

JUN 03 2004

INDEMNITY BOND
to the
PEOPLE OF THE STATE OF SOUTH DAKOTA

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Bond No. K0 70 89 46 6

We, Public Communications Services, Inc., the principal and applicant for a CERTIFICATE OF AUTHORITY, to provide facilities-based local exchange and interexchange telecommunications services within the State of South Dakota, and Westchester Fire Insurance Company, as an admitted surety insurer, bind ourselves unto the Public Utilities Commission of the State of South Dakota and the consumers of South Dakota as Obligee, in the sum of \$25,000.

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 provision of South Dakota State Law, and reimburse customers of Public Communications Services, Inc. for any prepayment 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, discharges 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 Utilities 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 Utilities Commission. Such cancellation shall not affect any liability incurred or accrued hereunder prior to the termination of said thirty (30) day period.

Dated this 17th day of May, 2004

To be effective this 17th day of May, 2004

Public Communications Services, Inc.

Carl B. [Signature]

(name/title)

Public Communications Services, Inc.

Westchester Fire Insurance Company

(Insurance Company)

Kristine Mendez [Signature]

Kristine Mendez, Attorney In Fact

Countersigned this 17th day of may, 2004

Countersigned for South Dakota

By:

[Signature]
Resident Agent

J.J. Scherschligt
Howalt-McDowell Insurance, Inc.
225 South Minnesota Avenue
Sioux Falls, SD 57117



157136

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the State of New York, having its principal office in the City of Atlanta, Georgia, pursuant to the following Resolution, adopted by the Board of Directors of the said Company on November 8, 1999, to wit:

- RESOLVED, that 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 when necessary by the Corporate Secretary, or any Assistant Corporate Secretary, and the seal of the Company affixed thereto; and that the President, any Senior Vice President, any Vice President or any Assistant Vice President may appoint and authorize any other Officer (elected or appointed) of the Company, and 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 thereto.
 - (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 to any certificate of any such power, and any such power or certificate bearing such facsimile signature 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 affidavit 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 Resolutions of the Board of Directors.

Does hereby nominate, constitute and appoint CESAR F. JAVIER, JEFFREY STRASSNER, CHRISTINA TURMAN, B.A. MATSON, KRISTINE MENDEZ, ADRIANA VALENZUELA and NATALIE K. TROFIMOFF all of the City of Los Angeles, State of California, 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 penal sum not exceeding Twenty Five Million Dollars (\$25,000,000) 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 Gregory J. Otterson, Vice President, has hereunto subscribed his name and affixed the corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 31st day of March, 2003.

WESTCHESTER FIRE INSURANCE COMPANY



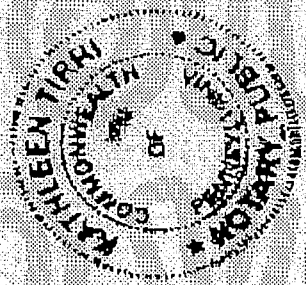
Gregory J. Otterson

Gregory J. Otterson, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 31st day of March, A.D. 2003, before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Gregory J. Otterson, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY 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 hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written



NOTARIAL SEAL
Kathleen Tirri, Notary Public
Philadelphia City, Philadelphia County
My commission expires Sep. 22, 2003

Kathleen Tirri

Notary Public

I, the undersigned Secretary of WESTCHESTER FIRE INSURANCE COMPANY, 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 hereunto subscribed my name as Secretary, and affixed the corporate seal of the Corporation, this _____ day of

MAY 17 2004



George D. Mulligan

George D. Mulligan, Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER March 31, 2005.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On MAY 17 2004 before me Natalie K. Trofimoff, Notary Public

personally appeared Kristine Mendez

personally known to me - OR -

proved to me on the basis of satisfactory evidence the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Natalie K. Trofimoff
SIGNATURE OF NOTARY

Notary Public Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

DESCRIPTION OF ATTACHED DOCUMENT:

TITLE OR TYPE OF DOCUMENT: _____

DOCUMENT DATE: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____

Signer's Name _____

INDIVIDUAL

INDIVIDUAL

CORPORATE OFFICER

CORPORATE OFFICER

Title(s) _____

Title(s) _____

PARTNER(S) LIMITED GENERAL

PARTNER(S) LIMITED GENERAL

ATTORNEY-IN-FACT

ATTORNEY-IN-FACT

TRUSTEE(S)

TRUSTEE(S)

GUARDIAN/CONSERVATOR

GUARDIAN/CONSERVATOR

OTHER: _____

OTHER: _____

Signer is representing:

Signer is representing:

NAME OF PERSON(S) OR ENTITY(IES)

NAME OF PERSON(S) OR ENTITY(IES)

ace usa

Westchester Fire Insurance Company
Insurance Company
Marsh Risk and Insurance Services
Broker/Producer

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

You should be aware that under the Terrorism Risk Insurance Act of 2002 ("The Act") effective November 28, 2002, any losses caused by certified acts of terrorism under your existing coverage may be partially reimbursed by the United States under a formula established by federal law (applicability is subject to the terms and conditions of each individual policy). The Act was specifically designed to address the ability of businesses and individuals to obtain property and casualty insurance for terrorism and to protect consumers by addressing market disruptions and ensure the continued availability of terrorism coverage.

Under the terms of The Act, you may now have the right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism, to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Responsibility for Compensation under The Act is shared between insurance companies covered by The Act and the United States. Under the formula set forth in The Act, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible, which is paid by the insurance company providing the coverage.

We are providing you with the terrorism coverage required by The Act. We have not established a separate price for this coverage; however, the portion of your premium that is reasonably attributable to such coverage is: \$0.

ATTACHMENT III

Proposed Tariff

SOUTH DAKOTA
INTEREXCHANGE TELECOMMUNICATIONS TARIFF
OF
PUBLIC COMMUNICATIONS SERVICES, INC.

This tariff contains the descriptions, regulations and rates applicable to the resale of interexchange telecommunications services provided by Public Communications Services, Inc. with its principal office located at 11859 Wilshire Boulevard, Suite 600, Los Angeles, CA 90025 for services furnished within the State of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued:

Effective:

Issued by: Joe Pekarovic, Vice President of Sales
11859 Wilshire Boulevard, Suite 600
Los Angeles, California 90025

SDN0400

CHECK SHEET

Pages listed below, inclusive of this tariff, are effective as of the date shown at the bottom of the respective Page(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		Page	Revision	*
1	Original	*	24	Original	*
2	Original	*	25	Original	*
3	Original	*	26	Original	*
4	Original	*	27	Original	*
5	Original	*	28	Original	*
6	Original	*	29	Original	*
7	Original	*	30	Original	*
8	Original	*	21	Original	*
9	Original	*	22	Original	*
10	Original	*	23	Original	*
11	Original	*	24	Original	*
12	Original	*	25	Original	*
13	Original	*	26	Original	*
14	Original	*	27	Original	*
15	Original	*	28	Original	*
16	Original	*	29	Original	*
17	Original	*	30	Original	*
18	Original	*	31	Original	*
19	Original	*			
20	Original	*			
21	Original	*			
22	Original	*			
23	Original	*			

*- indicates Pages included in this filing.

Issued:

Effective:

Issued by: Joe Pekarovic, Vice President of Sales
11859 Wilshire Boulevard, Suite 600
Los Angeles, California 90025

SDN0401

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SECTION 2 - RULES AND REGULATIONS	10
SECTION 3 - SERVICES AND RATES	22
SECTION 4 - PROMOTIONS	31

Issued:

Effective:

Issued by: Joe Pekarovic, Vice President of Sales
11859 Wilshire Boulevard, Suite 600
Los Angeles, California 90025

SDN0401

APPLICATION OF TARIFF

The regulations, rules and conditions set forth in this Tariff apply to the provision of intrastate public telecommunications services furnished within the State of South Dakota by Public Communications Services, Inc. subject to the jurisdiction of the South Dakota Public Utilities Commission.

Issued:

Effective:

Issued by: Joe Pekarovic, Vice President of Sales
11859 Wilshire Boulevard, Suite 600
Los Angeles, California 90025

SDN0401

SYMBOLS

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

- (C) - To signify a changed listing, rule or condition which may affect rates or charges.
- (D) - To signify discontinued material, including a listing, rate, rule or condition.
- (I) - To signify an increase in rates or charges.
- (L) - To signify material relocated from or to another part of this Tariff with no change in text, rate, rule or condition.
- (N) - To signify new material, including a listing, rate, rule or condition.
- (R) - To signify a reduction in rates or charges.
- (T) - To signify a change in the wording of the text, but no change in rate, rule or condition.
- (X) - To signify a correction or reissued matter.

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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 pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 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 page 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 nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
- D. **Check Sheets** - When a tariff filing is made with the SDPUC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages 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 page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.)

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's telephone to a PCS designated switching center or point of presence.

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.

Aggregator - A person, firm, corporation, or other legal entity which contracts with the Company for installation of the Company's services. Aggregators make available the Company's services for use by guests, patrons, visitors or other transient third parties at the Aggregator's location. The Aggregator is also responsible for compliance with the terms and conditions of this tariff.

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 - Public Communications Services, Inc. , unless otherwise indicated by the context.

Collect Billing - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Commission - Refers to the South Dakota Public Utilities Commission.

Confinement Institution - Used throughout this tariff to refer to prisons, jails, penal facilities or other institutions used for penalty purposes which contract with PCS for the provision of service for use by their Inmate population.

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

Customer - A person, firm, partnership, corporation or other entity which arranges for the Company to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Company's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff. The term Customer includes persons, firms, partnerships, corporations or other legal entities who do not have a pre-existing account or relationship with the Company but use the services of the Company on a per call basis from Aggregator locations or through equipment provided by an Aggregator. In the case of collect-only calling services provided to Inmates of Confinement Institutions, the called party is the Customer and is responsible for payment of charges.

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.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Inmates - The confined population of Institutions.

Institutions - See Confinement Institution.

LATA - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

LEC - Local Exchange Company.

Operator Station Call - A service whereby the caller places a non-Person to Person call with the assistance of an operator (live or automated).

Pay Telephone - Telephone instruments provided by the Company, Customer, Aggregator or Institution for use by its guests, patrons, visitors, transient third parties or for use by inmates of confinement institutions. Pay Telephones permit the user to place calls to other parties and bill such calls on a non sent-paid or sent paid-basis. To facilitate sent-paid calling, Pay Telephones can be equipped with a credit card reader, coin box, or similar device that allows charges to be collected for each call at the instrument.

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

PCS- Refers to Public Communications Services, Inc.

Personal Identification Number (PIN) - See Authorization Code.

SDPUC - South Dakota Public Utilities Commission.

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.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of PCS

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

PCS installs, operates, and maintains the communications services provided hereunder in accordance with the terms and conditions set forth under this tariff. PCS 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 PCS 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 (24) hours per day, seven days (7) per week.

2.2 Limitations

- 2.2.1** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2** PCS 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 PCS 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 PCS 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.

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

2.4 Liabilities of the Company

- 2.4.1 PCS'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 copy-right 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.

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

2.4 Liabilities of Company, Cont'd.

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.

2.5 Deposits

The Company does not collect deposits from Customers.

2.6 Advance Payments

The Company does not collect advance payments from Customers.

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

2.7 Taxes and Fees

- 2.7.1** The Company reserves the right to bill any and all applicable taxes and fees in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes and fees are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices. 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.

- 2.7.2** 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, (CONT'D.)

2.8 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.

2.9 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.

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

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. This includes payment for calls or services originated at the Customer's number(s). 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 to the Company's authorized billing agent. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies having jurisdiction. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.10.1 Late Payment Charge

A late fee of 1.5% per month will be charged on any past due balance.

2.10.2 Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to South Dakota law and SD PUC regulations.

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

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. For prepaid services, the Customer may cancel service by fully depleting the available balance of the Customer account and/or by not renewing a renewable account.

2.12 Interconnection

Service furnished by PCS 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 PCS's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

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

2.13 Refusal or Discontinuance by Company

2.13.1 PCS may refuse or discontinue service with proper notice to the Customer for any of the following reasons:

- (a) For failure of the Customer to pay a bill for a regulated service when it is due, including non-payment of a Customer Account Renewal of a fully-depleted balance.
- (b) For failure of the Customer to meet the Company's deposit and credit requirements, if applicable.
- (c) For failure of the Customer to make proper application for service.
- (d) For Customer's violation of any of the Company's rules on file with the Commission.
- (e) For failure of the Customer to provide the Company reasonable access to its equipment and property.
- (f) For Customer's breach of the contract for service between the Company and the Customer.
- (g) 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.
- (h) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.13 Refusal or Discontinuance by Company, (Cont'd.)**

2.13.2 PCS may refuse or discontinue service without notice to the Customer for any of the following reasons:

- (a) In the event of tampering with the Company's equipment.
- (b) 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.
- (c) 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.
- (d) In the event of fraudulent use of the service.

2.14 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

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

2.15 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.

2.16 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.

2.17 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.

2.18 Other Rules

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities of NXX exchanges, or by blocking calls using certain Personal Identification Numbers when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk.

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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:

Public Communications Services, Inc.
11859 Wilshire Boulevard, Suite 600
Los Angeles, California 90025
Phone: 310-954-3029
Fax: 310-954-2104
Toll-Free: 888-288-9879

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

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SECTION 3 - SERVICES AND RATES

3.1 General

PCS provides automated operator assisted collect-only calling services for use by inmates of prisons, jails or other Confinement Institutions. Inmate access to the Company's services may be restricted by the administration of the Institution served.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration. Customers are billed based on their use of the Company's services and network for communications originating and terminating within the State of South Dakota under terms of this tariff.

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SECTION 3 - SERVICES AND RATES, (CONT'D.)

3.2 Calculation of Distance

The company does not rate calls by distance.

3.3 Rate Periods

The Company does not rate calls by time of day.

3.4 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

3.4.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

3.4.2 Chargeable time for all calls ends when one of the parties disconnects from the call.

3.4.3 Minimum call duration and additional increments for billing are specified in the description of each service.

3.4.4 There is no billing applied for incomplete calls.

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SECTION 3 - SERVICES AND RATES, (CONT'D.)

3.5 Institutional Operator Assisted Calling

3.5.1 General

Institutional operator assisted service allows Inmates to place Collect Calls through an automated call processing system. The call processing system prompts the Inmate and the called party such that the call is completed without live operator assistance. Calls are placed on a collect-only basis to the called party.

A number of special blocking and screening capabilities are available with institutional operator services provided by PCS. These capabilities allow Institutions to control Inmate access to telecommunications services, reduce fraudulent use of the Company's services, and eliminate harassing calls to persons outside the Institution.

For services provided to Inmates of Institutions, the following special conditions apply:

- a. Calls to "900", "976" or other pay-per-call services are blocked by PCS.
- b. At the request of the Institution, PCS may block inmate access to toll-free numbers (e.g., 800, 888) and dialing sequences used to access other carriers or operator service providers (e.g., 950-XXXX, 10XXXX).
- c. At the request of the Institution, PCS may block Inmate access to "911", "411", or local operators reached through "0-" dialing.
- d. At the request of the Institution, PCS may block Inmate access to specific telephone numbers.
- e. Availability of PCS's services may be restricted by the Institution to certain hours and/or days of the week.

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SECTION 3 - SERVICES AND RATES, (CONT'D.)

3.5 Institutional Operator Assisted Calling, (Cont'd)

3.5.1 General, (Cont'd.)

- f. At the request of the Institution, no notices or signage concerning the Company's services will be posted with its instruments. Information concerning PCS's services is provided to the administration of each Institution where the Company's services are offered. Inmates may obtain information regarding rates and charges by requesting such information from the Institution's administration.
- g. At the request of the Institution, PCS may impose time limits on local and long distance calls placed using its services.
- h. At the request of the Institution, equipment may be provided which permits monitoring of inmate calls by legally authorized government officials.

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SECTION 3 - SERVICES AND RATES, (CONT'D.)

3.5 Institutional Operator Assisted Calling, (Cont'd)

3.5.2 Rates and Charges

A. Usage Charges - Local:

Per 15 minute maximum duration call:

Mileage Band	Day	Evening	Night/Weekend
All	\$0.50	\$0.50	\$0.50

Per Call Service Charge: \$2.60

B. Usage Charges - IntraLATA and InterLATA:

Calls are billed in one minute increments with an initial billing period of one minute.

Mileage Band	Day		Evening		Night/Weekend	
	1 st Minute	Add'l Minute	1 st Minute	Add'l Minute	1 st Minute	Add'l Minute
All	\$0.270	\$0.270	\$0.270	\$0.270	\$0.270	\$0.270

Per Call Service Charges:

Station-to-Station \$4.01

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SECTION 3 - SERVICES AND RATES, (CONT'D.)

3.6 Institutional Prepaid Service

3.6.1 General

Institutional Prepaid Service allows inmates to set up prepaid accounts for outbound calling. Prepaid calls are originated when the inmate enters their unique PIN and destination number. The institution has the option of enabling a function requiring positive call acceptance on each call placed via Institutional Prepaid Service.

With the assistance of the institution, the company will set up a Prepaid Account for calls placed from the institution. Funds in the Prepaid Account may only be used for payment of calls placed by inmates. The Company's system informs the inmate of the Available Usage Balance remaining in the Prepaid Account upon access to place a call, and prompts the inmate Customer to place a call by entering the destination telephone number.

Institutional Prepaid Service calls are not distance sensitive. Call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute and therefore the Available Usage Balance is decremented in full minute increments.

Per call and usage for each call placed is deducted from the Available Usage Balance in the Inmate's Prepaid Account on a real time basis as the call progresses.

While a call is in progress and the Available Usage Balance reaches one minute, a voice prompt will announce to the inmate that one minute of time remains on their Prepaid Account and that the call will be cut off after that time.

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SECTION 3 - SERVICES AND RATES, (CONT'D.)

3.6 Institutional Prepaid Service, (cont'd.)

3.6.2 Rates and Charges

A. Usage Charges - Local:

Per 15 minute maximum duration call:

Mileage	All Times of
Band	Day
All	\$1.91

Per Call Service Charge: \$1.50

B. Usage Charges - IntraLATA and InterLATA:

Calls are billed in one (1) minute increments with an initial billing period of one minute.

Mileage	All Times of
Band	Day
All	\$0.25

Per Call Service Charges:

Station-to-Station \$2.00

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SECTION 3 - SERVICES AND RATES, (CONT'D.)

3.7 Prepaid Collect Service

3.7.1 General

Prepaid Collect Service allows recipients of collect calls from inmate facilities to set up a prepaid account with the Company from which such calls are decremented.

Inmates place a collect call through the standard dialing pattern to a specific telephone number (station to station). The Subscriber accepts the collect call and the charges for that call are deducted from the Subscriber's Prepaid Account. Funds in this Prepaid Account may only be used for payment of calls received by Subscribers to their telephone number specified to the Company when the Prepaid Account is established.

Prepaid Collect Service calls are not distance sensitive. Call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute and therefore the Available Usage Balance is decremented in full minute increments.

Per call and usage for each call placed is deducted from the Available Usage Balance in the Inmates's Prepaid Account. Customers may obtain the current Available Usage Balance, last payment made and last payment date by calling the Company's Customer Service toll free number twenty-four (24) hours a day, seven (7) days a week.

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SECTION 3 - SERVICES AND RATES, (CONT'D.)

3.7 Prepaid Collect Service, (Cont'd.)

3.7.2 Rates and Charges

A Usage Charges - Local:

Per 15 minute maximum duration call:

Mileage	All Times of
Band	Day
All	\$0.50

Per Call Service Charges: \$2.60

B. Usage Charges - IntraLATA and InterLATA:

Calls are billed in one (1) minute increments with an initial billing period of one minute.

Mileage Band	Day		Evening		Night/Weekend	
	1 st Minute	Add'l Minute	1 st Minute	Add'l Minute	1 st Minute	Add'l Minute
	\$0.27	\$0.27	\$0.27	\$0.27	\$0.27	\$0.27
Per Call Service Charge:			\$4.01			

Issued:

Effective:

Issued by: Joe Pekarovic, Vice President of Sales
11859 Wilshire Boulevard, Suite 600
Los Angeles, California 90025

SDN0401

SECTION 4 - PROMOTIONS

4.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to their offering.

Issued:

Effective:

Issued by: Joe Pekarovic, Vice President of Sales
11859 Wilshire Boulevard, Suite 600
Los Angeles, California 90025

SDN0401

TECHNOLOGIES MANAGEMENT, INC.

P.O. BOX 200
WINTER PARK, FL 32790-0200
(407) 740-8575

AMSOUTH BANK
THE RELATIONSHIP PEOPLE
63-466/631

38266

6/1/2004

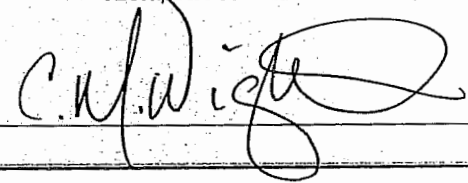
PAY TO THE ORDER OF South Dakota Public Service Comm.

\$ **250.00

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

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

TECHNOLOGIES MANAGEMENT, INC.



MEMO:

Filing fee for PCS

⑈038266⑈ ⑆063104668⑆ 3720575084⑈

TECHNOLOGIES MANAGEMENT, INC.

38266

South Dakota Public Service Comm.

6/1/2004

Date	Type	Reference
06/01/2004	Bill	PCS

Original Amt.
250.00

Balance Due
250.00

Discount

Payment

Check Amount

250.00

250.00

RECEIVED

JUN 03 2004

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Amsouth New Operating Filing fee for PCS

250.00

Security features. Details on back.

RECEIVED

JUN 03 2004

INDEMNITY BOND
to the
PEOPLE OF THE STATE OF SOUTH DAKOTA

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Bond No. K0 70 89 46 6

We, Public Communications Services, Inc., the principal and applicant for a CERTIFICATE OF AUTHORITY, to provide facilities-based local exchange and interexchange telecommunications services within the State of South Dakota, and Westchester Fire Insurance Company, as an admitted surety insurer, bind ourselves unto the Public Utilities Commission of the State of South Dakota and the consumers of South Dakota as Obligee, in the sum of \$25,000.

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 provision of South Dakota State Law, and reimburse customers of Public Communications Services, Inc. for any prepayment 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, discharges 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 Utilities 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 Utilities Commission. Such cancellation shall not affect any liability incurred or accrued hereunder prior to the termination of said thirty (30) day period.

Dated this 17th day of May, 2004

To be effective this 17th day of May, 2004

*The original bond is
in Helaine's bottom
desk drawer.*

Public Communications Services, Inc.

Carl B. Ford

(name/title)

Public Communications Services, Inc.

Westchester Fire Insurance Company

(Insurance Company)

Justine Mendez

Kristine Mendez, Attorney In Fact

Countersigned this 17th day of may, 2004

Countersigned for South Dakota

By:

J.J. Scherschligt
Resident Agent

J.J. Scherschligt
Howalt-McDowell Insurance, Inc.
225 South Minnesota Avenue
Sioux Falls, SD 57117

Power of Attorney



157136

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the State of New York, having its principal office in the City of Atlanta, Georgia, pursuant to the following Resolution, adopted by the Board of Directors of the said Company on November 8, 1999, to wit:

RESOLVED, that 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... (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... (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 affidavit 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 Resolutions of the Board of Directors."

Does hereby nominate, constitute and appoint CESAR F. JAVIER, JEFFREY STRASSNER, CHRISTINA TURMAN, B.A. MATSON, KRISTINE MENDEZ, ADRIANA VALENZUELA and NATALIE K. TROFIMOFF all of the City of Los Angeles, State of California, 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 Twenty Five Million Dollars (\$25,000,000) 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 Gregory J. Otterson, Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 31st day of March, 2003.

WESTCHESTER FIRE INSURANCE COMPANY



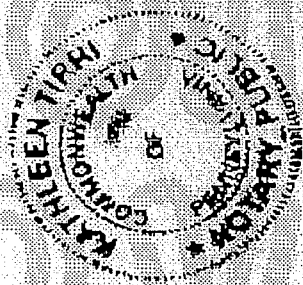
Gregory J. Otterson

Gregory J. Otterson, Vice President

COMMONWEALTH OF PENNSYLVANIA COUNTY OF PHILADELPHIA ss.

On this 31st day of March, A.D. 2003, before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Gregory J. Otterson, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY 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 hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



NOTARIAL SEAL Kathleen Tiri, Notary Public Philadelphia City, Philadelphia County My commission expires Sep. 27, 2003

Kathleen Tiri

Notary Public

I, the undersigned Secretary of WESTCHESTER FIRE INSURANCE COMPANY, 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 hereunto subscribed my name as Secretary, and affixed the corporate seal of the Corporation, this ___ day of

MAY 17 2004



George D. Mulligan

George D. Mulligan, Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER March 31, 2005.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On MAY 17 2004 before me Natalie K. Trofimoff, Notary Public

personally appeared Kristine Mendez

personally known to me - OR -

proved to me on the basis of satisfactory evidence the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Notary Public Seal

Natalie K. Trofimoff
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

DESCRIPTION OF ATTACHED DOCUMENT:

TITLE OR TYPE OF DOCUMENT: _____

DOCUMENT DATE: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____

Signer's Name _____

INDIVIDUAL

INDIVIDUAL

CORPORATE OFFICER
Title(s) _____

CORPORATE OFFICER
Title(s) _____

PARTNER(S) LIMITED GENERAL

PARTNER(S) LIMITED GENERAL

ATTORNEY-IN-FACT

ATTORNEY-IN-FACT

TRUSTEE(S)

TRUSTEE(S)

GUARDIAN/CONSERVATOR

GUARDIAN/CONSERVATOR

OTHER: _____

OTHER: _____

Signer is representing:

Signer is representing:

NAME OF PERSON(S) OR ENTITY(IES)

NAME OF PERSON(S) OR ENTITY(IES)

ace usa

Westchester Fire Insurance Company
Insurance Company
Marsh Risk and Insurance Services
Broker/Producer

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You should be aware that under the Terrorism Risk Insurance Act of 2002 ("The Act") effective November 28, 2002, any losses caused by certified acts of terrorism under your existing coverage may be partially reimbursed by the United States under a formula established by federal law (applicability is subject to the terms and conditions of each individual policy). The Act was specifically designed to address the ability of businesses and individuals to obtain property and casualty insurance for terrorism and to protect consumers by addressing market disruptions and ensure the continued availability of terrorism coverage.

Under the terms of The Act, you may now have the right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism, to be a violent act or an act that is dangerous to human life, property: or infrastructure; to have resulted in damage within the United States, our outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Responsibility for Compensation under The Act is shared between insurance companies covered by The Act and the United States. Under the formula set forth in The Act, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible, which is paid by the insurance company providing the coverage.

We are providing you with the terrorism coverage required by The Act. We have not established a separate price for this coverage; however, the portion of your premium that is reasonably attributable to such coverage is: \$0.



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

June 8, 2004
Via Overnight

Ms. Pamela Bonrud
Executive Director
South Dakota Public Utilities Commission
Capitol Building, 1st Floor
500 East Capitol Ave.
Pierre, SD 57501-5070

RECEIVED
JUN 09 2004
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

RE: Application of **Public Communications Services, Inc.** to Provide Interexchange Telecommunications Services within South Dakota

Dear Ms Bonrud:

Enclosed for filing are the original and ten (10) copies of the Cash Flow Statement to accompany the application recently filed on behalf of Public Communications Services, Inc. ("PCS") for authority to provide Interexchange Telecommunications service within South Dakota.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed stamped envelope. Any questions you may have regarding this filing may be directed to me at (407) 740-8575 or vial email at mbyrnes@tminc.com.

Thank you for your assistance.

Sincerely,

Monique Byrnes,
Consultant to
PCS Communications Services, Inc.

cc: T. Joe - PCS
file: PCS - SD Inmate
tms: 5497SDN0400a

PUBLIC COMMUNICATIONS SERVICES, INC.

STATEMENT OF CASH FLOWS

RECEIVED

JUN 09 2004

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

	For the Year Ended	
	December 31,	
	2003	2002
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 1,827,531	\$ 722,472
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	1,526,930	1,460,018
Amortization	47,968	
Loss on disposal of property and equipment	22,892	57,707
(Increase) decrease in:		
Accounts receivable	(1,111,004)	1,169,705
Other receivables	274,280	131,114
Prepaid expenses and other current assets	548,521	(826,657)
Increase (decrease) in:		
Accounts payable	(1,634,559)	(772,876)
Accrued expenses	460,507	18,166
Deferred revenue	83,566	123,508
Other liabilities	(69,854)	
Net Cash Provided By Operating Activities	<u>1,976,778</u>	<u>2,083,157</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(851,210)	(576,924)
Proceeds from sale of property and equipment	17,000	51,310
Net Cash Used In Investing Activities	<u>(834,210)</u>	<u>(25,614)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Net change from related parties	(584,538)	(4,220,552)
Proceeds from issuance of note payable		800,000
Repayment of notes payable and capital lease obligation	(1,008,884)	(638,230)
Net Cash Used In Financing Activities	<u>(1,593,422)</u>	<u>(4,058,782)</u>
NET CHANGE IN CASH	(450,854)	(2,501,239)
CASH AT BEGINNING OF YEAR	<u>1,066,863</u>	<u>3,568,102</u>
CASH AT END OF YEAR	\$ 616,009	\$ <u>1,066,863</u>

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of June 3, 2004 through June 9, 2004

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact
Delaine Kolbo within five business days of this report. Phone: 605-773-3201

ELECTRIC

EL04-022 **In the Matter of the Joint Request for an Electric Service Rights Exception between
Otter Tail Power Company and H-D Electric Cooperative, Inc.**

On June 4, 2004, Otter Tail Power Company and H-D Electric Cooperative, Inc. filed a joint request to the Public Utilities Commission for approval of an Electric Service Rights Exception. The exception would allow for H-D Electric to provide electrical service to an irrigation pivot owned by Jonathan Wollman, located in Otter Tail Power Company's service territory in Section 35, Township 115, Range 52 of Hamlin County.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Filed: 06/04/04
Intervention Deadline: 06/18/04

NATURAL GAS

NG04-004 **In the Matter of the Filing by Montana-Dakota Utilities Co. for Authority to Increase
Rates for Natural Gas Service.**

Application by Montana-Dakota Utilities Co. for approval to increase rates for natural gas service in its Black Hills service territory by \$1,281,417 or 2.2% based on an adjusted test year ended 12/31/2003. The company states the proposed increase for a residential customer would average about \$1.96 per month. The proposed rates may potentially affect 43,100 customers in the Black Hills area of South Dakota.

Staff Analyst: Dave Jacobson
Staff Attorney: Karen Cremer
Date Filed: 06/07/04
Intervention Deadline: 07/09/04

TELECOMMUNICATIONS

TC04-099 **In the Matter of the Application of Public Communications Services, Inc. for a
Certificate of Authority to Provide Interexchange Telecommunications Services in
South Dakota.**

Public Communications Services, Inc. is seeking a Certificate of Authority to provide interexchange telecommunications services in South Dakota. The Applicant intends to offer collect, prepaid and debit basis interexchange telecommunications services to inmates of prisons, jails and other confinement institutions.

Staff Analyst: Keith Senger
Staff Attorney: Karen Cremer

Date Docketed: 06/03/04
Intervention Deadline: 06/25/04

TC04-100 In the Matter of the Filing for Approval of a Statement of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services between Qwest Corporation and 1-800-Reconex, Inc. d/b/a USTel (Fourth Revision)

On June 8, 2004, the Commission received a filing for approval of a Statement of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services, and Resale of Telecommunication Services Provided by Qwest Corporation in the State of South Dakota, Fourth Revision, between Qwest Corporation and 1-800-Reconex, Inc. d/b/a USTel. According to the parties, the Agreement "is a negotiated agreement which sets forth the terms, conditions and prices under which Qwest will provide services for resale to Reconex for the provision of local exchange services." Any party wishing to comment on the Agreement may do so by filing written comments with the Commission and the parties to the Agreement no later than June 28, 2004. Parties to the Agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Rolayne Ailts Wiest
Date Filed: 06/08/04
Initial Comments Due: 06/28/04

TC04-101 In the Matter of the Filing by Granite Telecommunications, LLC for an Amended Certificate of Authority to Provide Interexchange Telecommunications Services and Local Exchange Services in South Dakota.

In an Order dated December 17, 2003, the Commission granted Granite Telecommunications, LLC (Granite) authority to provide local exchange and interexchange telecommunications services in South Dakota, subject to restrictions from offering prepaid services or from accepting customer deposits and advance payments. On June 8, 2004, the Commission received a filing from Granite requesting relief from those restrictions.

Staff Analyst: Keith Senger
Staff Attorney: Karen Cremer
Date Docketed: 06/8/04
Intervention Deadline: 06/25/04

**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>**



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

June 25, 2004
Via Overnight

Ms. Pamela Bonrud
Executive Director
South Dakota Public Utilities Commission
Capitol Building, 1st Floor
500 East Capitol Ave.
Pierre, SD 57501-5070

RE: Application of **Public Communications Services, Inc.** to Provide Interexchange Telecommunications Services within South Dakota

Dear Ms Bonrud:

Enclosed for filing are the original and ten (10) copies of replacement tariff pages for the proposed tariff of Public Communications Services, Inc. ("PCS") for authority to provide Interexchange Telecommunications service within South Dakota. This filings are made pursuant to information received from Keith Senger of the Telecommunication Staff.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed stamped envelope.

Any questions you may have regarding this filing may be directed to me at (407) 740-8575 or vial email at mbyrnes@tminc.com.

Thank you for your assistance.

Sincerely,

Monique Byrnes,
Consultant to PCS Communications Services, Inc.

cc: T. Joe - PCS
file: PCS - SD Inmate
tms: 5497SDN0400b

TC04-099

RECEIVED

JUN 28 2004

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

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

2.4 Liabilities of the Company

- 2.4.1** PCS'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 shall be determined by the Commission or a court of competent jurisdiction in accordance with SDCL 49-13-1 and 49-13-1.1
- 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 copy-right 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.

Issued:

Effective:

Issued by: Joe Pekarovic, Vice President of Sales
11859 Wilshire Boulevard, Suite 600
Los Angeles, California 90025

SDN0401

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

2.4 Liabilities of Company, Cont'd.

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.

2.5 Deposits

The Company does not collect deposits from Customers.

2.6 Advance Payments

The Company does not collect advance payments from Customers.

Issued:

Effective:

Issued by: Joe Pekarovic, Vice President of Sales
11859 Wilshire Boulevard, Suite 600
Los Angeles, California 90025

SDN0401



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

June 28, 2004
Via Overnight

Ms. Pamela Bonrud
Executive Director
South Dakota Public Utilities Commission
Capitol Building, 1st Floor
500 East Capitol Ave.
Pierre, SD 57501-5070

RECEIVED
JUN 29 2004
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

RE: Application of **Public Communications Services, Inc.** to Provide Interexchange Telecommunications Services within South Dakota

Dear Ms Bonrud:

Enclosed for filing are the original and ten (10) copies of a replacement tariff page for the proposed tariff of Public Communications Services, Inc. ("PCS") for authority to provide Interexchange Telecommunications service within South Dakota. This filings are made pursuant to information received from Keith Senger of the Telecommunication Staff.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed stamped envelope.

Any questions you may have regarding this filing may be directed to me at (407) 740-8575 or vial email at mbyrnes@tminc.com.

Thank you for your assistance.

Sincerely,

Monique Byrnes,
Consultant to PCS Communications Services, Inc.

cc: T. Joe - PCS
file: PCS - SD Inmate
tms: 5497SDN0400c

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

2.4 Liabilities of Company, Cont'd.

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.

2.5 Deposits

The Company does not collect deposits from Customers.

2.6 Advance Payments

The Company does not collect advance payments from Customers for its standard Institutional Operator Services program. Prepayments are required for the Company's services as described in Section 3.6 and 3.7 of this tariff.

Issued:

Effective:

Issued by: Joe Pekarovic, Vice President of Sales
11859 Wilshire Boulevard, Suite 600
Los Angeles, California 90025

SDN0401

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

**IN THE MATTER OF THE APPLICATION OF
PUBLIC COMMUNICATIONS SERVICES, INC.)
FOR A CERTIFICATE OF AUTHORITY TO)
PROVIDE INTEREXCHANGE)
TELECOMMUNICATIONS SERVICES IN)
SOUTH DAKOTA)**

**ORDER GRANTING
CERTIFICATE OF
AUTHORITY**

TC04-099

On June 3, 2004, 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 Public Communications Services, Inc. (PCS).

PCS intends to offer services to inmates of prisons, jails and other confinement institutions on a collect, prepaid and debit basis. A proposed tariff was filed by PCS. The Commission has classified long distance service as fully competitive.

On June 10, 2004, the Commission electronically transmitted notice of the filing and the intervention deadline of June 25, 2004, to interested individuals and entities. No petitions to intervene or comments were filed and at its July 6, 2004, meeting, the Commission considered PCS' request for a certificate of authority. Commission Staff recommended granting a certificate of authority with an effective date of August 3, 2004, subject to a continuous \$25,000 surety bond.

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 PCS has met the legal requirements established for the granting of a certificate of authority. PCS 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 PCS' application for a certificate of authority, subject to a continuous \$25,000 surety bond. As the Commission's final decision in this matter, it is therefore

ORDERED, that PCS' application for a certificate of authority to provide interexchange telecommunications services is hereby granted, effective August 3, 2004, subject to a continuous \$25,000 surety bond. It is

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

Dated at Pierre, South Dakota, this 15th day of July, 2004.

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:	<u><i>Delaine Kalbo</i></u>
Date:	<u>7/15/04</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:

Robert K. Sahr
ROBERT K. SAHR, Chairman *dk*

Gary Hanson
GARY HANSON, 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 effective August 3, 2004
Docket No. TC04-099

This is to certify that

PUBLIC COMMUNICATIONS SERVICES, INC.

is authorized to provide interexchange telecommunications services in South
Dakota.

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

Dated at Pierre, South Dakota, this 15th day of July, 2004.

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**



Robert K. Sahr

ROBERT K. SAHR, Chairman *dk*

Gary Hanson

GARY HANSON, Commissioner