



TC 99-087

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AUG 20 1999

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

210 N. Park Ave.
Winter Park, FL
32789

August 18, 1999
Via Overnight Delivery

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

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

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

Re: Registration of TON Services Inc. for Authority to Provide Intrastate Telecommunications Services within the State of South Dakota

Dear Mr. Bullard:

Enclosed for filing are the original and ten (10) copies of a Registration for Authority to Provide Intrastate Telecommunications Services, filed on behalf of TON Services Inc. Also enclosed is a check for the filing fee of \$250.00.

The confidential proprietary financial statements of TON Services Inc. are submitted under separate seal as part of this filing. Please handle in accordance with your established procedures for confidential material.

Please return, date-stamped, the extra copy of this cover letter in the enclosed self-addressed stamped envelope provided for this purpose.

Any questions you may have regarding the above filing should be directed to me at (407) 740-8575.

Sincerely,

Robin Norton
Consultant for TON Services Inc.

Enclosures

cc: Neil Vos - TON

File: TON - WV
TMS: SDd9900

**SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION**

RECEIVED

AUG 20 1999

Registration of)
 TON Services, Inc.)
 for Authority to Provide Intrastate)
 Telecommunications Services)
 within South Dakota)

Docket No. _____

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

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

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

TON Services Inc.
 4185 Harrison Boulevard, Suite 301
 Ogden, Utah 84403
 Telephone: (801) 334-4500
 Facsimile: (801) 334-4530
 Toll Free: (877) 866-7378

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

Not Applicable

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.

Applicant is a corporation organized under the laws of the state of Utah on June 15, 1992. A copy of the Applicant's certificate of authority to operate in South Dakota is provided in Exhibit I.

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

Principal office in South Dakota: None

Registered Agent: CT Corporation System
319 Coteau Street
Pierre, South Dakota 57501

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

Principal stockholders.

	<u>Shares Owned</u>	<u>Voting Percent</u>
BWOC Inc.	100%	100%

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

Transportation Logistics Services, LLC
4185 Harrison Boulevard, Suite 301
Ogden, Utah 84403

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

Not Applicable

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

DESCRIPTION OF PROPOSED SERVICES

TON Services Inc. seeks authority to provide prepaid card service to residential and business customers.

Customers establish an account with the Company by purchasing an account code and the associated initial balance of available usage on the Company's network. Customers can use the service by dialing the Company's toll free number, followed by the account code which the customer purchased. The Company's computer equipment informs the customer of the amount of available balance remaining each time the customer uses the particular account. Customers can enter any destination telephone number and use the service until such available balance is fully depleted.

Depletion occurs on a real time basis as each call takes place. The Company's computer equipment times the duration of each connected call and deducts from the available balance the tariffed rate per minute for each minute connected. The available balance is maintained until the customer's usage depletes the balance to zero. The computer equipment notifies the customer when five units and two units of usage remain on the card while a call is in progress. With certain cards, customers may renew the balance with a charge to a commercial credit card if such charge is approved by the credit card institution, or at Flying J travel plazas.

Unlike traditional business and residential long distance, TON 's prepaid service is not associated with any customer-provided access line, telephone number, or physical billing address. The prepaid nature of the service also eliminates the need for customers to sign letters of agency or to receive and subsequently remit payment in arrears. Therefore, there is no concern regarding "slamming."

TON' services are described more fully in its proposed tariff provided as Exhibit. IV.

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

TON intends to initially resell the services of authorized carriers, therefore will not own or operate any equipment.

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

TON intends to offer service throughout the state of South Dakota.

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

Attached hereto is the financial information of TON. An officer of the Company attests to the accurate depiction of the company's financial position. These attachments demonstrate TON's financial qualifications to provide the requested services. TON Services Inc. possesses the financial resources necessary to provide interexchange services in South Dakota.

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

- (a) **For inquiries regarding this application and tariff, contact:**

Robin Norton
Consultant to TON Services Inc.
Technologies Management, Inc.
P.O. Box 200
Winter Park, Florida 32790-0200
Telephone: (407) 740-8575
Facsimile: (407) 740-0613

(b) Customer Service Contact:

Cheryl Renteria
4185 Harrison Boulevard, Suite 301
Ogden, Utah 84403
Telephone: (877) 866-7378
Facsimile: (801) 334-4530

The Company's customer service department will be available seven (7) days a week, 24 hours a day. Inquiries concerning available usage balance or other matters will be handled either over the telephone or by writing to the Company at its headquarters' address.

(c) For all other matters, contact:

Neil Vos, Chief Financial Officer
4185 Harrison Boulevard, Suite 301
Ogden, Utah 84403
Telephone: (801) 334-4500
Facsimile: (801) 334-4530

Please identify any predecessor(s) of the Applicant and provide other names under which the Applicant has operated within the preceding five (5) years, including name, address, and telephone number.

Not Applicable

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

TON Services Inc. is undergoing a nationwide certification process to provide prepaid calling card service. The Company has not yet offered this service in any jurisdiction. The Company has not been denied authority to operate in any state nor has it been issued a cease and desist order by any state. To date, the Company has received authority to provide service in California and Georgia.

TON Services is also certificated or otherwise authorized to provide payphone services in the following states: Alabama, Arizona, Florida, Georgia, Kentucky, Louisiana, Mississippi, Missouri, Nevada, New Jersey, North Carolina, Ohio, South Carolina, Tennessee, and Virginia. The Company is currently operating in each state in which it has authority. TON has applications pending for payphone certification in Arkansas, Connecticut and Illinois.

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

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

TON's prepaid calling cards will be sold directly at all Flying J travel plazas to residential and business travelers. TON will not utilize outside sales agents or multi-level marketing practices.

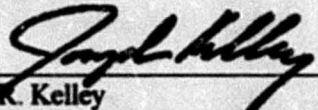
12. **Cost support for rates shown in the company's tariff for all noncompetitive or emerging competitive services.**

Cost support information is provided in Exhibit VI.

As evidenced by the foregoing application, TON Services Inc. is fully qualified to offer and provide long distance service within the State of South Dakota. Therefore, TON respectfully requests that the Commission grant this application at its earliest convenience.

Dated this 16th day of August 1999.

Respectfully Submitted,



Joseph R. Kelley
Vice President and General Manager
TON Services Inc.

Exhibit I

TON Services Inc.

Authority to Operate in South Dakota

State of South Dakota

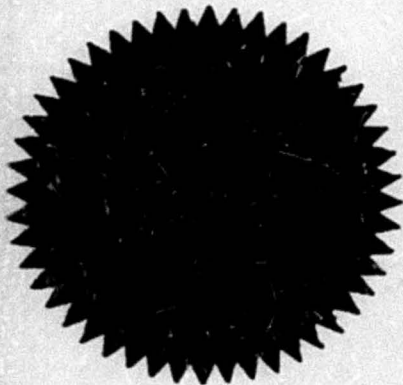


OFFICE OF THE SECRETARY OF STATE

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 TON SERVICES INC. (UT) 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 March 1, 1999.

A handwritten signature in cursive script that reads "Joyce Hazeltine".

JOYCE HAZELTINE
Secretary of State

Exhibit II

TON Services Inc.

Articles of Incorporation

State of Utah
Department of Commerce
Division of Corporations and Commercial Code

1992 JUN 15 AM 9:35

I hereby certify that the foregoing has been filed
and approved on the 15th day of June 1992
in the office of this Division and hereby issue
this Certificate thereof.

Examiner

Date 6/15/92



Gary R. Himes
Division Director

ARTICLES OF INCORPORATION**OF****TON SERVICES INC.**

We, the undersigned natural persons of the age of eighteen years or more, acting as incorporators of a corporation under the Utah Business Corporation Act, adopt the following Articles of Incorporation for such corporation.

ARTICLE I - NAME

The name of this corporation is **TON SERVICES INC.**

ARTICLE II - DURATION

The period of its duration is perpetual.

ARTICLE III - PURPOSES

The purposes for which the corporation is organized are to transact any or all lawful business for which corporations may be incorporated under the Utah Business Corporation Act; and, in aid thereof, the corporation shall have unlimited power to engage in and to do any lawful act

2167020015

concerning any or all business for which corporations may be organized under the said Act, including, but not limited to, the following:

(a) to enter into any lawful arrangement for sharing profits, a union of interests, reciprocal association, or cooperative association with any corporation, association, partnership, individual, or other legal entity for the carrying on of any business and to enter into any general or limited partnership for the carrying on of any business;

(b) to lease, sell, exchange, and trade real and personal property, either tangible or intangible;

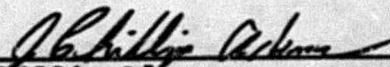
(c) to conduct business anywhere in the world;

(d) to guaranty the obligations of others with or without consideration.

ARTICLE IV - STOCK

The aggregate number of shares which the corporation shall be authorized to issue is one hundred thousand (100,000) shares of the par value of ten cents (\$0.10) per share. All stock of this corporation shall be of the same

I hereby accept appointment as registered agent for TON
SERVICES INC.


J Phillip Adams
Registered Agent

ARTICLE IX - DIRECTORS

The number of directors constituting the initial Board of Directors of this Corporation is three (3). The names and addresses of the persons who are to serve as directors until the first annual meeting of stockholders, or until their successors are elected and qualified, are:

J PHILLIP ADAMS	50 West 990 South Post Office Box 678 Brigham City, Utah 84302
RICHARD E. GERMER	50 West 990 South Post Office Box 678 Brigham City, Utah 84302
BARRE G. BURGON	50 West 990 South Post Office Box 678 Brigham City, Utah 84302

The number of directors may be changed from time to time by amendment of the Bylaws, but there shall be not more than twenty-five (25) nor less than three (3) directors; provided, however, that so long as this Corporation has fewer than three (3) shareholders entitled to vote for the election of directors, the corporation may have a minimum


number of directors equal to the number of those shareholders.


ARTICLE X - INCORPORATORS

The name and address of each incorporator is:

J PHILLIP ADAMS	50 West 990 South Post Office Box 678 Brigham City, Utah 84302
RICHARD E. GERMER	50 West 990 South Post Office Box 678 Brigham City, Utah 84302
BARRE G. BURGON	50 West 990 South Post Office Box 678 Brigham City, Utah 84302

DATED this 11th day of June, 1992.


J. Phillip Adams


Richard E. Germer

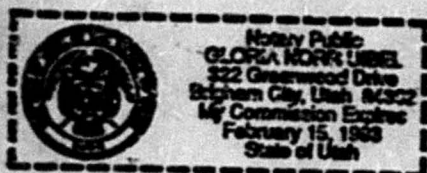

Barre G. Burgon

STATE OF UTAH)

COUNTY OF BOX ELDER)

) ss:

On the 11th day of June, 1992,
J Phillip Adams personally appeared before me, who being by
me first duly sworn, declared that he is one of the persons
who signed the foregoing document as incorporator, is over
the age of eighteen years, and that the statements therein
contained are true.



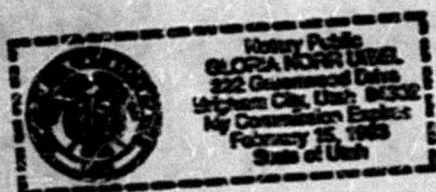
Gloria Norr Uibel
Gloria Norr Uibel

STATE OF UTAH)

COUNTY OF BOX ELDER)

) ss:

On the 11th day of June, 1992,
Richard E. Germer personally appeared before me, who being
by me first duly sworn, declared that he is one of the
persons who signed the foregoing document as incorporator,
is over the age of eighteen years, and that the statements
therein contained are true.



Gloria Norr Uibel
Gloria Norr Uibel

STATE OF UTAH

COUNTY OF BOX ELDER

)
) ss:
)

On the 11th day of June, 1992,

Richard E. Germer personally appeared before me, who being
by me first duly sworn, declared that he is one of the
persons who signed the foregoing document as incorporator,
is over the age of eighteen years, and that the statements
therein contained are true.

Gloria Norr Uibel
Gloria Norr Uibel

**TON Services Inc.
Statement of Financial Capability**

VERIFICATION

State of UTAH: **ss:**

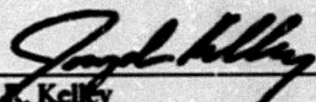
County of WEBER **ss:**

Joseph R. Kelley, Affiant, being duly sworn according to law, deposes and says that:

he is the Vice President and General Manager of TON Services Inc.;

That he is authorized to and does make this affidavit for said corporation;

That the facts above set forth are true and correct to the best of his knowledge and belief and that he expects to be able to prove the same at any hearing hereof.



Joseph R. Kelley
Vice President and General Manager
TON Services Inc.

Sworn and subscribed before me this 16 day of Aug, 1999.



Signature of official administering oath

My commission expires _____.

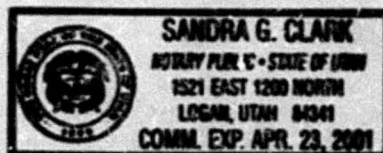


Exhibit III

TON Services Inc.

Financial Information

**TON Services Inc.
Financial Information**

The financial statements of TON Services are being filed under separate cover.

These documents demonstrate TON Services' financial ability to provide the proposed services. TON Services is a privately-held corporation and as such its financial statements are not public information, but rather constitute confidential and proprietary information. These financial statements are therefore submitted under seal. TON Services respectfully requests that this confidential information not be provided to any party other than members of staff who need to review the material for evaluation of applicant's fitness to provide service.

CONFIDENTIAL 1

SOUTH DAKOTA
INTEREXCHANGE TELECOMMUNICATIONS TARIFF
OF
TON Services Inc.

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

Issued:

Effective:

Issued By:

**Joseph R. Kelley, Vice President and General Manager
4185 Harrison Boulevard., Suite 301
Ogden, Utah 84403**

SDd9900

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. 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 *	26	Original *
2	Original *	27	Original *
3	Original *	28	Original *
4	Original *	29	Original *
5	Original *	30	Original *
6	Original *	31	Original *
7	Original *	32	Original *
8	Original *	33	Original *
9	Original *	34	Original *
10	Original *		
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12	Original *		
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18	Original *		
19	Original *		
20	Original *		
21	Original *		
22	Original *		
23	Original *		
24	Original *		
25	Original *		

* - indicates those pages includes with this filing

Issued:**Effective:****Issued By:**

Joseph R. Kelley, Vice President and General Manager
4185 Harrison Boulevard., Suite 301
Ogden, Utah 84403

SDd9900

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Issued:

Effective:

Issued By:

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Ogden, Utah 84403

SDd9900

SYMBOLS

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

C - Changed regulation.

D - Delete or discontinue.

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

M - Moved from another tariff location.

N - New

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

T - Change in text or regulation.

Issued:

Effective:

Issued By:

Joseph R. Kelley, Vice President and General Manager
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Ogden, Utah 84403

SDd9900

TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the SDPUC. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence** - There are 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 sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

Issued:**Effective:****Issued By:**

Joseph R. Kelley, Vice President and General Manager
4185 Harrison Boulevard., Suite 301
Ogden, Utah 84403

SDd9900

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to a TON Services Inc. switching center or point of presence.

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

Available Account Balance - The amount of usage remaining on a Customer Account at any particular point in time. Each Customer Account has an Initial Account Balance which is stated in either U.S. dollars or Call Units, depending on the type of service. The Available Balance is depleted by the appropriate dollar amount or number of Call Units, respectively, based on the actual usage of the Company's service.

Call Unit - A Call Unit is a measurement of usage, such that a specified quantity of Call Units equate to one minute of usage. For example, one Call Unit may equate to one minute of interstate usage, while several Call Units may equate to one minute of international usage. Call Units are depleted on a per-call, real time basis.

Called Party - The person, individual, corporation, or other entity whose telephone number is called by the End user.

Company or Carrier - TON Services Inc. ("TON") unless otherwise clearly indicated by the context.

Cost Deductions - Deductions in the dollar amount remaining on a Customer's prepaid caused by using the prepaid service.

Customer - Any person, firm, partnership, corporation, or other entity which uses telecommunications services under the provisions and regulations of this tariff and is responsible for payment of charges.

Customer Account - A Company account which is not associated with a Local Exchange Carrier switched access business or residential line. Customer Accounts consist of prepaid balances which are depleted on a real time basis during each call placed on each account.

Issued:**Effective:****Issued By:**

Joseph R. Kelley, Vice President and General Manager
4185 Harrison Boulevard., Suite 301
Ogden, Utah 84403

SDd9900

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd)

Depletion - Reductions in the Available Balance based on usage of the Customer Account. Depletion of Dollar-Based service occurs on a real time basis at the tariffed per minute rates contained herein. Depletion of Unit-Based service occurs on a real time basis at the tariffed number of Call Units per minute contained herein.

Dollar-Based Accounts - Service where the Initial Balance and Available Balance is expressed in U.S. dollars. The rates per minute contained in this tariff are expressed in U.S. dollars.

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.

Identification Number - A unique numerical code associated with each prepaid.

Initial Account Balance - The Available Balance of a Customer Account upon issuance of an Account Code and before any Depletion for call activity. The Initial Account Balance is expressed in either U.S. Dollars or in Call Units.

LEC - Local Exchange Company

Marketer - Any person, firm, entity or corporation authorized by the Company to market prepaids to the public.

Marks - A collective term to mean such items as trademarks, service marks, trade names and logos; copyrighted words, artwork, designs, pictures or images; or any other device or merchandise to which legal rights or ownership are held or reserved by an entity.

Personal Account Code - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Company's network which identifies the Debit Account from which charges for service shall be debited and which validates the caller's authorization to use the services provided.

Personal Identification Number (PIN) - See Personal Account Code.

Issued:**Effective:****Issued By:**

Joseph R. Kelley, Vice President and General Manager
4185 Harrison Boulevard., Suite 301
Ogden, Utah 84403

SDd9900

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd)

Prepaid Account - An account which consists of a pre-paid usage balance depleted on a real-time basis during each Prepaid Calling Card call.

Prepaid Calling Card - A card issued by the Company which provides the Customer with a Personal Identification Number and instructions for accessing the Carrier's network.

Renewal - A method of replenishing a Prepaid Account's Available Usage Balance with additional minutes of usage as authorized and paid for by the Customer.

SDPUC - South Dakota Public Utilities Commission

Subscriber - A party who subscribes to prepaid service.

TON - Used throughout this tariff to mean TON Services Inc. unless clearly indicated otherwise by the text.

Unit-Based Accounts - Service where the Initial Balance and Available Balance is expressed in Call Units. The rates per minute contained in this tariff are expressed in Call Units, inclusive of taxes.

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

Issued:

Effective:

Issued By:

Joseph R. Kelley, Vice President and General Manager
4185 Harrison Boulevard., Suite 301
Ogden, Utah 84403

SDd9900

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of TON Communications, Inc.**

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

TON installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff. TON 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 TON network. The Customer shall be responsible for all charges due for such service arrangement.

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

2.2 Limitations

- 2.2.1** Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2** TON reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

Issued:**Effective:****Issued By:**

Joseph R. Kelley, Vice President and General Manager
4185 Harrison Boulevard., Suite 301
Ogden, Utah 84403

SDd9900

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 TON 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** TON reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

2.3 Use

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

Issued:

Effective:

Issued By:

Joseph R. Kelley, Vice President and General Manager
4185 Harrison Boulevard., Suite 301
Ogden, Utah 84403

SDd9900

SECTION 2 - RULES AND REGULATIONS, (Cont'd)**2.4 Liabilities of the Company**

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

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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.
- 2.4.5** The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Debit Cards or Personal Identification Numbers issued for use with the Company's services. Nor will the Company be liable for any claim, loss or refund on any unused balance remaining on a Debit Card provided to a Customer.
- 2.4.6** The Company shall not be liable for any claim, loss or refund on any unused portion of the usage balance remaining in a Debit Account provided to a Customer before or after the expiration date assigned to each Debit Account.

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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.
- 2.4.5** The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Debit Cards or Personal Identification Numbers issued for use with the Company's services. Nor will the Company be liable for any claim, loss or refund on any unused balance remaining on a Debit Card provided to a Customer.
- 2.4.6** The Company shall not be liable for any claim, loss or refund on any unused portion of the usage balance remaining in a Debit Account provided to a Customer before or after the expiration date assigned to each Debit Account.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)**2.5 Deposits**

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

2.6 Advance Payments

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

2.7 Taxes and Fees

The Company shall charge the Customer an amount sufficient to recover any governmental assessments, fees, license, or other similar taxes or fees imposed upon the Company.

2.7.1 For Debit Service, taxes or fees shall be included in the rates and charges stated in the Company's rate schedule for this service.

2.7.2 For all other services offered by the Company, taxes and fees shall be added pro-rata, insofar as practical, to the rates and charges stated in the Company's rate schedules and listed as separate line items on the Customer's bill for services provided.

2.8 Miscellaneous Rates and Charges

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

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)**2.9 Terminal Equipment**

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

2.10 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by The Company. 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 billing agent and subject to the rules of regulatory agencies. Any objections to billed charges must be 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 The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)**2.11 Return Check Charge**

A return check charge of \$20.00 will be assessed for checks returned for insufficient funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank. In addition, the Company reserves the right to place the Available Usage Balance for the Customer's Debit Account on hold until the check or draft clears or is paid.

2.12 Installation and Termination

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

2.13 Interconnection

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

2.14 Cancellation by Customer

Customers may cancel service at any time, either verbally or in writing. Customers are responsible for all charges up through the actual disconnect date. Charges may be avoided by dialing another carrier's access code. Debit card service may be cancelled by not using or renewing the card.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.15 Refusal or Discontinuance by Company

2.15.1 TON 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 service when it is due.
- B.** For failure of the Customer to meet the Company's deposit and credit requirements.
- 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)

2.15 Refusal or Discontinuance by Company, (Cont'd)

2.15.2 TON 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.

2.15.3 For non-payment of any amount past due to the Company by the Customer, including non-payment of a Customer Account Renewal of a fully-depleted balance.

2.15.4 When the Available Account Balance of a non-renewable account is depleted to a level insufficient to place a one-minute call to the location of least cost.

2.15.5 When the established expiration date of the Debit Account is reached.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)**2.16 Credit Allowances for Interruption of Service**

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

2.17 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.

2.18 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.

2.19 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.

2.20 Billing Entity Conditions

When billing functions on behalf of TON are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.21 Customer Inquiries or Complaints

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

TON Services Inc.
4185 Harrison Boulevard, Suite 301
Ogden, Utah 84403
Telephone: (801) 334-4500
Facsimile: (801) 334-4530
Toll Free: (877) 866-7378

or

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

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

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SECTION 3 - DESCRIPTION OF SERVICES & RATES

3.1 General

TON provides telecommunications services over resold transmission facilities to residential and business customers throughout the state of South Dakota. The company provides pre-paid debit card service under the terms of this tariff.

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SECTION 3 - DESCRIPTION OF SERVICES & RATES, (Cont'd)**3.2 Calculation of Distance**

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

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

- Step 1: Obtain the "V" and "H" coordinates for the serving wire center or network access point serving the Customer's location and the called/calling station.
- Step 2: Obtain the difference between the "V" coordinates. Obtain the difference between the "H" coordinates.
- Step 3: Square the differences obtained in Step 2.
- Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating locations of the call.

Formula:

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

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SECTION 3 - DESCRIPTION OF SERVICES & RATES, (Cont'd)

3.3 Timing of Calls

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

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SECTION 3 - DESCRIPTION OF SERVICES & RATES, (Cont'd)**3.4 Rate Periods**

Unless otherwise specified in this tariff, the following rate periods apply to services subject to time of day discounts:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	PEAK PERIOD						
5:00 PM TO 11:00 PM*	OFF-PEAK PERIOD						
11:00 PM TO 8:00 AM*							

* Up to but not including.

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SECTION 3 - DESCRIPTION OF SERVICES & RATES, (Cont'd)**3.5 Public Telephone Surcharge**

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

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

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

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call. The Company reserves the right to waive this charge on one or more of its card offerings when the call is made from a TON Services pay telephone.

Surcharge, Per Call

2 units

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SECTION 3 - DESCRIPTION OF SERVICES & RATES, (Cont'd)**3.6 Prepaid Card Service - Schedule A**

Prepaid Card Service - Schedule A permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 units and 2 units of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call.

Schedule A Cards are not rechargeable. The Available Usage Balance expires 180 days from the date of activation of the Card. Schedule A cards are sold in \$5, \$10, \$20, \$40, \$60, and \$100 increments. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

3.6.1 Prepaid Card Service - Schedule A Rates

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the card.

<u>Purchase Price</u>	<u>Amount of Units</u>	<u>Price per Unit</u>
\$ 5.00	16	\$0.31
\$ 10.00	37	\$0.27
\$ 20.00	80	\$0.25
\$ 40.00	167	\$0.24
\$ 60.00	300	\$0.20
\$100.00	714	\$0.14

Access Fee, per call: 1 Unit

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SECTION 3 - DESCRIPTION OF SERVICES & RATES, (Cont'd)**3.7 Prepaid Card Service - Schedule B**

Prepaid Card Service - Schedule B permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 units and 2 units of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call.

Schedule B Cards are not rechargeable. The Available Usage Balance expires 180 days from the date the card is first used. Schedule B cards are sold in \$5, \$10, and \$20 increments. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

3.7.1 Prepaid Card Service - Schedule B Rates

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the card.

<u>Purchase Price</u>	<u>Amount of Units</u>	<u>Price per Unit</u>
\$ 5.00	16	\$0.31
\$ 10.00	37	\$0.27
\$ 20.00	80	\$0.25

Access Fee, per call: 1 Unit

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SECTION 3 - DESCRIPTION OF SERVICES & RATES, (Cont'd)**3.8 Prepaid Card Service - Schedule C**

Prepaid Card Service - Schedule C permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 units and 2 units of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call.

Schedule C Cards are rechargeable. The Available Usage Balance expires 180 days from the date of last use of the new card or replenished card, whichever is applicable. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

3.8.1 Prepaid Card Service - Schedule C Rates

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the card.

<u>Amount of Units</u>	<u>Price per Unit</u>
1 - 15	\$0.38
16 - 36	\$0.31
37 - 79	\$0.27
80 - 166	\$0.25
167 - 299	\$0.24
300 - 713	\$0.20
714 +	\$0.14

Access Fee, per call: 1 Unit

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SECTION 3 - DESCRIPTION OF SERVICES & RATES, (Cont'd)**3.9 Prepaid Card Service - Schedule D**

Prepaid Card Service - Schedule D permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 units and 2 units of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call.

The Available Usage Balance expires one (1) year from the date of last use of the new card or replenished card, whichever is applicable. Schedule D cards are sold in \$5, \$10, \$20, \$40, \$60, and \$100 increments. Schedule D Cards are rechargeable in any increment. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

3.9.1 Prepaid Card Service - Schedule D Rates

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the card.

<u>Purchase Price</u>	<u>Amount of Units</u>	<u>Price per Unit</u>
\$ 5.00	16	\$0.31
\$ 10.00	37	\$0.27
\$ 20.00	80	\$0.25
\$ 40.00	167	\$0.24
\$ 60.00	300	\$0.20
\$100.00	714	\$0.14
Access Fee, per call:	1 Unit	

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SECTION 3 - DESCRIPTION OF SERVICES & RATES, (Cont'd)**3.10 Bank Card Service - Schedule E**

Bank Card Service - Schedule E permits Customers to use their own bank-provided prepaid card from which telephone call charges are deducted from their account on a daily basis. Customers access Schedule E service by dialing a Company-specified access code.

Schedule E Cards are rechargeable. A maximum of 100 units may be used for each call. At the end of a call, if the remaining balance is below 50 units, the card will be automatically recharged up to 100 units provided there are sufficient funds in the account. Calls in progress will be terminated if the bank account balance is insufficient to cover the charges associated with the call.

The card may be used at any time there are sufficient funds in the Customer's bank account or until the expiration date on the MasterCard or until the MasterCard account is closed.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

3.10.1 Bank Card Service - Schedule E Rates

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the account. A maximum of 100 units may be used for each call.

Price per Unit

\$0.15

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SECTION 3 - DESCRIPTION OF SERVICES & RATES, (Cont'd)**3.11 Prepaid Card Service - Schedule F**

Prepaid Card Service - Schedule F permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 units and 2 units of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call.

The Available Usage Balance expires one (1) year from the date of last use of the new card or replenished card, whichever is applicable. Schedule F cards are sold in various increments. The price per unit varies with the increment purchased as shown below. Schedule F Cards are rechargeable. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

3.11.1 Prepaid Card Service - Schedule F Rates

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the card.

<u>Purchase Price</u>	<u>Price per Unit</u>
\$ 1.00 - \$ 4.99	\$0.38
\$ 5.00 - \$ 9.99	\$0.31
\$ 10.00 - \$19.99	\$0.27
\$ 20.00 - \$39.99	\$0.25
\$ 40.00 - \$59.99	\$0.24
\$ 60.00 - \$99.99	\$0.20
\$100.00 +	\$0.14

Access Fee, per call: 1 Unit

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SECTION 3 - DESCRIPTION OF SERVICES & RATES, (Cont'd)**3.12 Prepaid Card Service - Kardlink Management**

Prepaid Card Service - Kardlink Management is offered for those Customers who wish to purchase prepaid cards in bulk. This offering is designed primarily for business Customers who provide pre-paid cards for use by their employees. Kardlink Management includes a web-based service that allows the Customer to control the amount of money spent each month for phone usage.

Kardlink Management Cards are rechargeable. The Available Usage Balance expires 180 days from the date of last use of the new card or replenished card, whichever is applicable. Payment for Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable. Payment may be made via automatic bank draft, check or money order. Calling time will then be added to the applicable Kardlink cards in the Customer's account.

The Customer may allot a predetermined amount of time each month to be used for long distance calling for each card. Card renewal may be accomplished either by adding time manually or by setting defaults to add calling time automatically via the Company's Internet web page. Default settings may be changed for all cards on the account or for individual cards.

As part of the service, call detail is made available through the Company's Internet web page. The Customer may view and print statements and receipts on all financial transactions via the web. The Customer may obtain call detail for each individual card or receive a summary of all the cards in the Customer's account.

Call charges are deducted from each card on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 units and 2 units of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

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SECTION 3 - DESCRIPTION OF SERVICES & RATES, (Cont'd)

3.12 Prepaid Card Service - Kardlink Management, (Cont'd)

3.12.1 Prepaid Card Service - Kardlink Management

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the card.

Price per Unit

\$0.15

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Effective:

Issued By:

**Joseph R. Kelley, Vice President and General Manager
4185 Harrison Boulevard., Suite 301
Ogden, Utah 84403**

SDd9900

SECTION 3 - DESCRIPTION OF SERVICES & RATES, (Cont'd)**3.13 Prepaid Sponsor Program**

The Prepaid Sponsor Program, where available, is offered to organizations or commercial entities for distribution to their members, patrons or customers. The marketing vehicle and expiration period is selected by the Sponsor upon joint agreement between the Company and the Sponsor. The Sponsor is responsible for obtaining all necessary permissions for the use of any trade mark, trade name, service mark or other image on the card. The Sponsor may distribute the Company's Prepaid card accounts at reduced rates or free of charge to end users. At the option of the Sponsor, these cards may not be replenishable. The Company reserves the right to approve or reject any image and to specify the customer information language and use of the Company's trade mark, trade name, service mark or other image on the card.

Issued:**Effective:****Issued By:**

Joseph R. Kelley, Vice President and General Manager
4185 Harrison Boulevard., Suite 301
Ogden, Utah 84403

SDd9900

SECTION 4 - PROMOTIONS

4.1 Promotional Offerings - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or 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. The Company shall notify the Commission, in writing, 30 days prior to the start of a promotion.

4.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

Issued:

Effective:

Issued By:

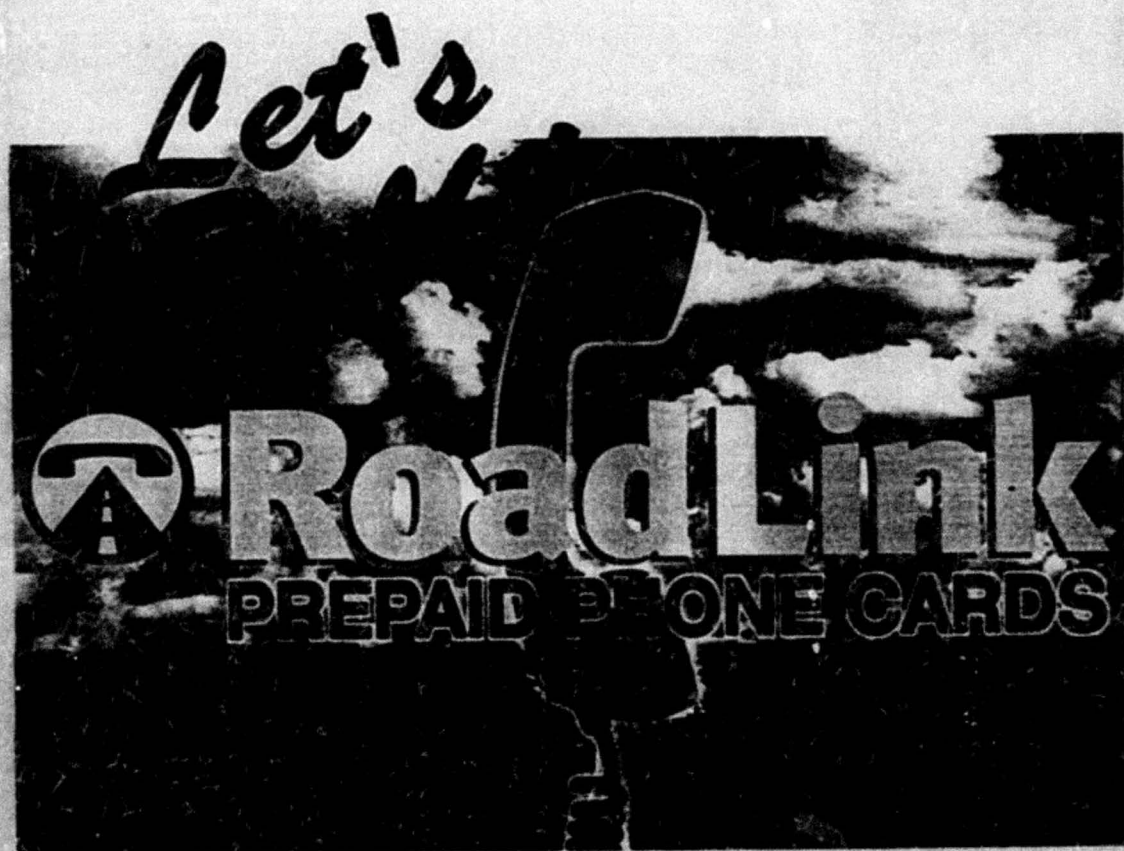
**Joseph R. Kelley, Vice President and General Manager
4185 Harrison Boulevard., Suite 301
Ogden, Utah 84403**

SDd9900

Exhibit V

TON Services Inc.

Sales & Marketing Material



Sold Here!





RoadLink

PREPAID CALLING

AVAILABLE HERE!

Purchase at the Fuel Desk
or ROADLINK kiosk



PHONE CARDS

SOLD HERE!



as low as

14¢

per minute

BUY YOURS TODAY!

see fuel desk cashier

Exhibit VI

TON Services Inc.

Cost Support Data

**TON Services Inc.
Cost Support Data**

The cost and revenue estimates calculated below are based on a projected mix of traffic and TON's current network experience.

AVERAGE PER MINUTE REVENUE:

Usage Charges	\$0.2500
Less: Tax included in rate	<u>(\$0.0133)</u>
Total Revenue	\$0.2367

COST PER MINUTE:

Transmission	\$0.104340
Operator Cost	\$0.001628
Administrative Overhead	\$0.047500
Cost of Returns & Chargebacks	<u>\$0.002434</u>
Total Cost	\$0.155902

GROSS MARGIN PER MINUTE:

\$0.080798

GROSS MARGIN PERCENTAGE

32.3192%

TECHNOLOGIES MANAGEMENT, INC.

P.O. BOX 200
210 N. PARK AVE.
WINTER PARK, FL 32789-0200
(407) 740-8575

NATIONSBANK
WINTER PARK, FL 32789
8/27/93

8/11/1999

PAY TO THE ORDER OF South Dakota Public Service Comm.

\$ **250.00

Two Hundred Fifty and 00/100

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

DOLLARS
Security Features
Included
Call for details

TECHNOLOGIES MANAGEMENT, INC.

Cap. W. G. Galt

MEMO Filing fee for TON

⑈023856⑈ ⑆063100277⑆ 2830066505⑈

TECHNOLOGIES MANAGEMENT, INC.

South Dakota Public Service Comm.
08/11/1999

Bill #TON

8/11/1999

23856

250.00

TC 99-087

Cash operating

Filing fee for TON

250.00

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of August 19, 1999 through August 25, 1999

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

CONSUMER COMPLAINTS

CT99-037 In the Matter of the Complaint filed by Lyle Tunheim, Andover, South Dakota, against MCI WorldCom Regarding Increase in Rates Without Notice.

The Complainant indicates that he was contacted by a telemarketer representing MCI offering a rate of 10 cents per minute for long distance calling. The Complainant then received a billing in which he was charged up to \$3.04 per minute. The Complainant wishes the billing to be rerated to 10 cents per minute.

Staff Analyst: Leni Healy
Staff Attorney: Karen Cremer
Date Filed: July 8, 1999
Intervention Date: NA

CT99-038 In the Matter of the Complaint filed by Loren A. Odland, Arlington, South Dakota, against Preferred Billing Regarding Unauthorized Switching of Services.

The Complainant indicates that phone service for Trinity Lutheran Church was switched to Preferred Billing without authorization during December 1998. The Complainant has been unable to successfully resolve the dispute and is seeking complete reimbursement of charges and penalties assessed.

Staff Analyst: Leni Healy
Staff Attorney: Camron Hoseck
Date Filed: August 9, 1999
Intervention Date: NA

NATURAL GAS

NG99-004 In the Matter of the Filing by NorthWestern Public Service for Approval of Contract with Deviations with Dakota Ethanol - Lake Area Corn Processors.

NorthWestern Public Services is proposing to revise its South Dakota Natural Gas Tariff. The proposed revision lists an additional Contract with Deviations to serve Dakota Ethanol - Lake Area Corn Processors, a new ethanol plant near Wentworth.

Staff Analyst: Dave Jacobson
Staff Attorney: Karen Cremer
Date Filed: August 24, 1999
Intervention Date: September 10, 1999

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of August 19, 1999 through August 25, 1999

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Staff Attorney: Karen Cremer
Date Filed: July 8, 1999
Intervention Date: NA

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Staff Attorney: Karen Cremer
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South Dakota Public Utilities Commission

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Intervention Date: NA

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Staff Attorney: Camron Hoseck
Date Filed: August 9, 1999
Intervention Date: NA

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NorthWestern Public Services is proposing to revise its South Dakota Natural Gas Tariff. The proposed revision lists an additional Contract with Deviations to serve Dakota Ethanol - Lake Area Corn Processors, a new ethanol plant near Wentworth.

Staff Analyst: Dave Jacobson
Staff Attorney: Karen Cremer
Date Filed: August 24, 1999
Intervention Date: September 10, 1999

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of August 19, 1999 through August 25, 1999

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Staff Analyst: Leni Healy
Staff Attorney: Karen Cremer
Date Filed: July 8, 1999
Intervention Date: NA

CT99-038 In the Matter of the Complaint filed by Loren A. Odland, Arlington, South Dakota, against Preferred Billing Regarding Unauthorized Switching of Services.

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Staff Analyst: Leni Healy
Staff Attorney: Camron Hoseck
Date Filed: August 9, 1999
Intervention Date: NA

NATURAL GAS

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NorthWestern Public Services is proposing to revise its South Dakota Natural Gas Tariff. The proposed revision lists an additional Contract with Deviations to serve Dakota Ethanol - Lake Area Corn Processors, a new ethanol plant near Wentworth.

Staff Analyst: Dave Jacobson
Staff Attorney: Karen Cremer
Date Filed: August 24, 1999
Intervention Date: September 10, 1999

NG99-005 In the Matter of the Filing by NorthWestern Public Service for Approval of Tariff Revisions.

NorthWestern Public Service has filed to revise its South Dakota Natural Gas Tariff by adjusting its fuel retention percentage in Subsection 6.2. The Gas Transportation Tariff General Terms and Conditions call for the retention percentage for the Company's South Dakota distribution system to be adjusted annually based upon the actual percentage incurred by the Company in the prior year.

Staff Analyst: Heather Forney
Staff Attorney: Camron Hoseck
Date Filed: August 24, 1999
Intervention Date: September 10, 1999

TELECOMMUNICATIONS

TC99-087 In the Matter of the Application of TON Services Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

TON Services Inc. has filed a request for a Certificate of Authority to offer resold interexchange services, specifically prepaid card service, to residential and business customers.

Staff Analyst: Heather Forney
Staff Attorney: Camron Hoseck
Date Filed: August 20, 1999
Intervention Date: September 10, 1999

TC99-088 In the Matter of the Application of AS Telecommunications, inc. d/b/a ALLSTAR Telecom for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

AS Telecommunications, Inc. d/b/a ALLSTAR Telecom has filed a request for a Certificate of Authority to offer resold intrastate interexchange services, including, but not limited to, 1+ telecommunications service; and toll free, private line, and travel card services.

Staff Analyst: Heather Forney
Staff Attorney: Camron Hoseck
Date Filed: August 25, 1999
Intervention Date: September 10, 1999

**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

October 13, 1999
Via Overnight Delivery

Ms. Heather K. Forney
Utility Analyst
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501

Re: **TC99-087 - In the Matter of the Application of TON Services Inc.
for a Certificate of Authority to Provide Telecommunications Services
in South Dakota**

Dear Ms. Forney:

Enclosed for filing are the original and ten (10) copies of TON Services Inc.'s ("TON") response to your August 27th data request pursuant to the application of TON Services Inc. for a Certificate of Authority to provide resold telecommunications services.

1. TON Services Inc. is a wholly-owned subsidiary of:

BWOC Inc.
50 West 990 South
P.O. Box 678
Brigham City, Utah 84302

2. Refer to Attachment 1.

3. For inquiries regarding consumer complaints, the Customer Service contact representative is:

Cheryl Renteria
4185 Harrison Boulevard, Suite 301
Ogden, Utah 84403
Telephone: (877) 866-7378
Facsimile: (801) 334-4530
E-mail: Cheryl.renteria@tonservices.com

RECEIVED

OCT 18 1999

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

RECEIVED

S.D. DIVISION OF INSURANCE

OCT 15 1999

Co. Ct. # _____

Amount Rec. _____

Ms. Heather K. Forney
South Dakota Public Utilities Commission
October 13, 1999
Page Two

3 Continued

For inquiries concerning regulatory issues and all other matters, the contact representative is:

Neil Vos, Chief Financial Officer
4185 Harrison Boulevard, Suite 301
Ogden, Utah 84403
Telephone: (801) 334-4500
Facsimile: (801) 334-4530
Toll Free: (877) 762-3546
E-Mail: neil.vos@tonservices.com

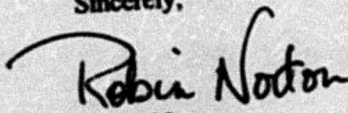
4. The Federal Tax identification number for TON is: 87-0498174

5. Refer to Attachment 2.

Please return, date-stamped, the extra copy of this cover letter in the enclosed self-addressed stamped envelope provided for this purpose.

Any questions you may have regarding this filing should be directed to me at (407) 740-8575.

Sincerely,


Robin Norton
Consultant for TON

RN:mw
Enclosure

cc: Camron Hoseck, Commission Staff Attorney
Neil Vos - TON

File: TON - SD
TMS: SDd9900a

ATTACHMENT 1

TON SERVICES INC.
Consolidated Cash Flow Statements
For the One and Seven Months Ended August 31, 1999 and 1998
(UNAUDITED)

	Current Month		Year - to - Date	
	Current Year	Prior Year	Current Year	Prior Year
Cash flow from operating activities:				
Net income (loss)	\$ 104,034	\$ (59,694)	\$ 1,279,710	\$ (73,939)
Adjustments to reconcile net income (loss) to cash provided by (used in) operating activities:				
Depreciation, depletion, and amortization	55,768	78,323	448,597	444,379
Provision for losses on accounts receivable	3,281	(3,709)	428	(27,195)
Equity in subsidiary earnings	16,770	2,241	148,464	51,317
(Gain) loss on sale of fixed assets	0	0	981	658
Changes in operating assets and liabilities:				
Trade and other receivables	4,951,102	(314,501)	2,278,806	(1,758,190)
Inventories before LIFO adjustment	69,088	(15,960)	82,551	(228,227)
Prepaid expenses	15,630	(14,017)	68,442	(224,403)
Accounts payable & accrued liabilities	(183,765)	132,247	(558,129)	380,183
Other liabilities	587	382	4,817	5,097
Net cash provided by (used in) operating activities	5,032,495	(194,638)	3,754,867	(1,428,350)
Cash flows from investing activities:				
Capital expenditures	(281,721)	(187,904)	(967,382)	(1,520,815)
Net cash provided by (used in) investing activities	(281,721)	(187,904)	(967,382)	(1,520,815)
Cash flows from financing activities:				
Translation gain/loss	14,026	0	12,621	0
Intercompany payable(receivable)	(4,739,977)	431,207	(2,765,556)	2,780,625
Net cash provided by (used in) financing activities	(4,725,951)	431,207	(2,752,935)	2,780,625
Increase (decrease) in cash	24,823	48,615	34,350	(168,540)
Cash, beginning of period	30,894	(198,790)	21,367	20,365
Cash, end of period	\$ 55,717	\$ (148,175)	\$ 55,717	\$ (148,175)

ATTACHMENT 2

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.4 Liabilities of the Company

- 2.4.1** 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.
- 2.4.2** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; if not directly caused by negligence of the Company.

Issued:

Effective:

Issued By:

**Joseph R. Kelley, Vice President and General Manager
4185 Harrison Boulevard., Suite 301
Ogden, Utah 84403**

SDd9900a

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.4 Liabilities of Company, (Cont'd)

- 2.4.3** The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Debit Cards or Personal Identification Numbers issued for use with the Company's services. Nor will the Company be liable for any claim, loss or refund on any unused balance remaining on a Debit Card provided to a Customer.
- 2.4.4** The Company shall not be liable for any claim, loss or refund on any unused portion of the usage balance remaining in a Debit Account provided to a Customer before or after the expiration date assigned to each Debit Account.

Issued:

Effective:

Issued By:

Joseph R. Kelley, Vice President and General Manager
4185 Harrison Boulevard., Suite 301
Ogden, Utah 84403

SDd9900a



210 N. Park Ave.
Winter Park, FL
32789

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

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

November 4, 1999
Via Overnight Delivery

Ms. Heather K. Forney
Utility Analyst
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501

Re: TC99-087 - In the Matter of the Application of TON Services Inc.
for a Certificate of Authority to Provide Telecommunications Services
in South Dakota

RECEIVED

NOV 09 1999

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Dear Ms. Forney:

Enclosed for filing is the bond in the amount of \$25,000 for TON Services Inc., in connection with the above-entitled proceeding.

Please acknowledge receipt of this filing by returning, file stamped, the extra copy of this cover letter in the stamped, self-addressed envelope provided for that purpose.

Any questions you may regarding this matter should be directed to me at (407) 740-8575.

Sincerely,

Robin Norton
Consultant for TON

RN:mw
Enclosure

cc: Camron Hoseck, Commission Staff Attorney
Neil Vos - TON

File: TON - SD
tns: SDd9900b

*They are sending
us a new bond.*

Bond 929116872

LICENSE OR PERMIT BOND

KNOW ALL BY THESE PRESENTS, That we, TON SERVICES INC.

as Principal, of 50 West 990 South

(Street and Number)

Brigham City Utah and the AMERICAN CASUALTY COMPANY OF
(City) (State)

READING, PENNSYLVANIA, a Pennsylvania corporation, as Surety, are held and
bound unto PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA - State Capitol Building - 500 East Capitol Avenue -

Twenty Five Thousand and 00/100 ----- Dollars (\$ 25,000.00)
as Oblige, in the sum of

for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 28th day of October, 1999.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has been or is about to be granted
a license or permit to do business as Debit Card Service Provider

by the Oblige.

NOW, THEREFORE, if the Principal well and truly comply with applicable local ordinances, and conduct business in
conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER:

1. This bond shall continue in force:

☐ Until _____, or until the date of expiration of any Continuation Certificate executed by
the Surety

OR

☒ Until canceled as herein provided.

2. This bond may be canceled by the Surety by the sending of notice in writing to the Oblige, stating when, not less than
thirty days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

COUNTERSIGNED BY:

Mark Gussis
GILBERT-DAVIS CO.
P.O. Box 1234
Sioux Falls, SD 57101

TON SERVICES INC.

Principal

Phillip Adams / President

AMERICAN CASUALTY COMPANY OF READING,
PENNSYLVANIA

By Debbie Poppe

Attorney-in-Fact

*Original Bond is
in Delaine's bottom
desk drawer.*

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That CONTINENTAL CASUALTY COMPANY, an Illinois corporation, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, a Connecticut corporation, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a Pennsylvania corporation (herein collectively called "the CCC Surety Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signature and seals herein affixed hereby make, constitute and appoint

William M. O'Connell, Jr., Sarah Finn, Sue Wood, Debbie Poppe, Shelley Czajkowski, Kimberly D. Johnson, individually

of Denver, Colorado

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, understandings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CCC Surety Companies have caused these presents to be signed by their Group Vice President and their corporate seals to be hereto affixed on this 15th day of September, 1999.



CONTINENTAL CASUALTY COMPANY
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

Martin J. Cashion

Martin J. Cashion

Group Vice President

State of Illinois, County of Cook, ss:

On this 15th day of

September

1999,

before me personally came

Martin J. Cashion, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Diane Faulkner

My Commission Expires September 17, 2001

Diane Faulkner

Notary Public

CERTIFICATE

I, Mary A. Ribkawska, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of each corporation printed on the reverse hereof are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seals of the said corporations this 28th day of October, 1999.



CONTINENTAL CASUALTY COMPANY
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

Mary A. Ribkawska

Mary A. Ribkawska

Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VI—Execution of Obligations and Appointment of Attorney-in-Fact

Section 2. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior or Group Vice President may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 17, 1993 by the Board of Directors of the Company.

"RESOLVED: That the President, an Executive Vice President, or any Senior or Group Vice President of the Corporation may, from time to time, appoint, by written certificates, Attorneys-in-Fact to act in behalf of the Corporation in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such Attorney-in-Fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Corporation by their signature and execution of any such instrument and to attach the seal of the Corporation thereto. The President, an Executive Vice President, any Senior or Group Vice President or the Board of Directors may at any time revoke all power and authority previously given to any Attorney-in-Fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Corporation may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Corporation. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Corporation."

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

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

**ORDER GRANTING
CERTIFICATE OF
AUTHORITY

TC99-087**

On August 20, 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 TON Services, Inc. (TON).

TON seeks authority to provide prepaid card services to business and residential customers. A proposed tariff was filed by TON. The Commission has classified long distance service as fully competitive.

On August 26, 1999, the Commission electronically transmitted notice of the filing and the intervention deadline of September 10, 1999, to interested individuals and entities. No petitions to intervene or comments were filed and at its November 15, 1999, meeting, the Commission considered TON's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to TON furnishing the Commission with a corrected surety bond.

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 TON has met the legal requirements established for the granting of a certificate of authority. TON 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 TON's application for a certificate of authority, subject to TON furnishing the Commission with a corrected surety bond. As the Commission's final decision in this matter, it is therefore

ORDERED, that TON's application for a certificate of authority is hereby granted, subject to TON furnishing the Commission with a corrected surety bond. It is

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

Dated at Pierre, South Dakota, this 18th day of November, 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: *Debbie Kalbs*

Date: 11/22/99

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner



South Dakota Public Utilities Commission

State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070



November 22, 1999

Capitol Office
Telephone (605)773-3201
FAX (605)773-3809

Transportation/
Warehouse Division
Telephone (605)773-5289
FAX (605)773-3225

Consumer Hotline
1-800-333-1782

TTY Through
Relay South Dakota
1-800-877-1113

Internet Website
www.puc.state.sd.us/puc/

Jim Berg
Chairman
Pam Nelson
Vice-Chairman
Linda Schoenfelder
Commissioner

William Ballard Jr.
Executive Director

Harlan Best
Martin C. Bettmann
Sue Cichos
Karen E. Cramer
Michelle M. Farris
Marlette Flachbach
Heather K. Forney
Shirleen Fugitt
Mary Giddings
Lewis Hammond
Levi Healy
Cameron Hoseck
Lisa Hull
Dave Jacobson
Katie Johnson
Bob Kaulle
Debbie Keibo
Charlene Lund
Terry Norum
Gregory A. Rialov
Kathie Senger
Kolayne Alts Wiest

Mr. Joseph R. Kelley
Vice President and General Manager
TON Services, Inc.
4185 Harrison Boulevard, Suite 301
Ogden, UT 84403

Re: TON Services, Inc.
Docket No. TC99-087

Dear Mr. Kelley:

Enclosed you will find a copy of the Order Granting Certificate of Authority with reference to Telecommunications Resources, Inc. As soon as we receive your corrected surety bond, we will send you your Certificate of Authority.

Very truly yours,

Camron Hoseck
Staff Attorney

CH:dk

cc: Ms. Robin Norton
Enc.



South Dakota Public Utilities Commission



State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070

February 3, 2000

Robin Norton
Technologies Management Inc.
PO Drawer 200
Winter Park, FL 32790-0200

Re: TC99-087 - In the Matter of the Application of TON Services, Inc.
for a Certificate of Authority to Provide Telecommunications
Services in South Dakota.

Dear Ms. Norton:

On October 19, 1999, the South Dakota Public Utilities Commission requested that TON Services, Inc. submit a bond for \$25,000 in order to place this docket on the next Commission meeting agenda for decision. I was led to believe that the bond was forthcoming and agreed to take this docket to the Commission for decision.

On November 15, 1999, the Commission approved the certificate of authority contingent upon TON submitting a \$25,000 bond. As of this date, the Commission has not received the surety bond. Please submit the bond by February 8, 2000. If the surety bond is not received by February 8, 2000, I will recommend that the Commission rescind its action, deny the Certificate of Authority, and close the docket at its February 15, 2000, meeting.

If you have any comments or questions, please feel free to contact me at the Commission (605) 773-3201 or via email at heather.forney@state.sd.us.

Sincerely,

Heather K. Forney

Heather K. Forney, Utility Analyst

cc: Camron Hoseck, Commission Staff Attorney ✓
Neil Vos, Chief Financial Officer - TON

Capital Office
Telephone (605) 773-3201
FAX (605) 773-3839

Transportation/
Warehouse Division
Telephone (605) 773-3280
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Heather K. Forney
Shirleen Fugitt
Mary Giddings
Lewis Hammond
Loni Healy
Camron Hoseck
Liza Hall
Dave Jacobson
Deb Knadl
Debra Kello
Charles Lind
Gregory A. Rislov
Keith Senger
Rebecca Allen Wiest



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@tm nc.com

November 4, 1999
Via Overnight Delivery

Ms. Heather K. Forney
Utility Analyst
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501

Re: TC99-087 - In the Matter of the Application of TON Services Inc.
for a Certificate of Authority to Provide Telecommunications Services
in South Dakota

Dear Ms. Forney:

Enclosed you will find the original of the *corrected* surety bond in the amount of \$25,000 for TON Services Inc. pursuant to the above-entitled matter. Sorry for the delay in sending this document to you.

Please acknowledge receipt of this filing by returning, file stamped, the extra copy of this cover letter in the stamped, self-addressed envelope provided for that purpose.

Any questions you may regarding this matter should be directed to me at (407) 740-8575. Thank you for your assistance in this matter.

Sincerely,

Robin Norton
Consultant for TON

RN:mw
Enclosure

cc: Camron Hoseck, Commission Staff Attorney
Neil Vos - TON
File: TON - SD
tms: SDd9900c

RECEIVED

FEB 07 2000

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

RECEIVED

FEB 07 2000

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

INDEMNITY BOND
To the
PEOPLE OF THE STATE OF SOUTH DAKOTA

Bond No. 929116872

We, TON SERVICES INC. the principal and applicant for a **CERTIFICATE OF AUTHORITY** to resell long distance telecommunications services within the State of South Dakota, and American Casualty * 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 Obligees, in the sum of \$25,000.00.

*Company of Reading, Pennsylvania

The conditions of the obligation are such that the principal, having been granted such **CERTIFICATE OF AUTHORITY** subject to the provision that said principal purchases 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 TON 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, discharged and forever exonerated, otherwise to remain in full force and effect.

This bond shall take effect as of the date hereof 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 28th day of October, 1999. Duplicate Original Dated
this 26th day of January, 2000.
To be effective this 28th day of October, 1999.

TON SERVICES INC.

By

J. Phillip Adams
J Phillip Adams / President

AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA
Surety

Duplicate Original

Countersigned: January 26, 2000

Countersigned this 28th day of
October, 1999

By Nick Gusso
Resident Agent

Nick Gusso
CULBERT-DAVIS CO.
P.O. Box 1234
Sioux Falls, SD 57101

By Debbie Poppe
By Debbie Poppe, Attorney-in-Fact
Attorney in Fact

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That CONTINENTAL CASUALTY COMPANY, an Illinois corporation, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, a Connecticut corporation, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a Pennsylvania corporation (herein collectively called "the CCC Surety Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signature and seals herein affixed hereby make, constitute and appoint

William M. O'Connell, Jr., Sarah Finn, Sue Wood, Debbie Poppe, Shelley Czajkowski, Kimberly D. Johnson, Individually

of Denver, Colorado

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CCC Surety Companies have caused these presents to be signed by their Group Vice President and their corporate seals to be hereto affixed on this 15th day of September, 1999



CONTINENTAL CASUALTY COMPANY
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

Marvin J. Cashion

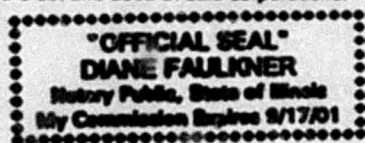
Marvin J. Cashion

Group Vice President

State of Illinois, County of Cook, ss:

On this 15th day of September, 1999

, before me personally came Marvin J. Cashion, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Diane Faulkner

My Commission Expires September 17, 2001

Diane Faulkner

Notary Public

CERTIFICATE

I, Mary A. Ribikawski, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of each corporation printed on the reverse hereof are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seals of the said corporations this 26th day of January, 2000.



CONTINENTAL CASUALTY COMPANY
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

Mary A. Ribikawski

Mary A. Ribikawski

Assistant Secretary

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

CERTIFICATE OF AUTHORITY

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

Authority was Granted November 15, 1999
Docket No. TC99-087

This is to certify that

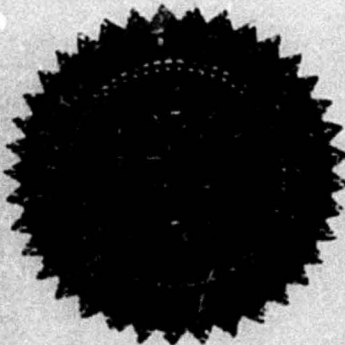
TON SERVICES, INC.

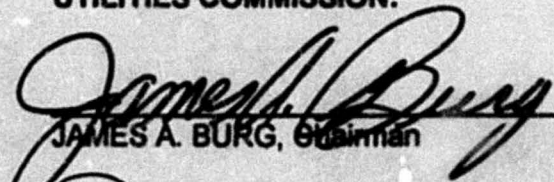
is authorized to provide telecommunications services in South Dakota.

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

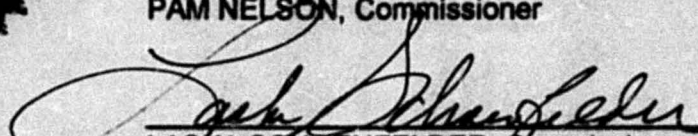
Dated at Pierre, South Dakota, this 10th day of February, 1999.

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**




JAMES A. BURG, Chairman


PAM NELSON, Commissioner


LASKA SCHOENFELDER, Commissioner