

*Pursuant to Maine Public Utilities Commission  
Order in Docket No. 2007-234 and  
65-407, Chapter 214,  
this Price List replaces in its entirety  
Public Communications Services, Inc.'s Maine Tariff*

**PUBLIC COMMUNICATIONS SERVICES, INC.**

**MAINE  
TELECOMMUNICATIONS SERVICES  
PRICE LIST**

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Effective: March 14, 2008

Issued by:

Joe Pekarovic – Vice President of Sales  
Public Communications Services, Inc.  
11859 Wilshire Blvd., Suite 600  
Los Angeles, CA 90025

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**SECTION 1 - DEFINITIONS**

**Ancillary Service Charge** – Any charge Consumers may be assessed for the use of Inmate Calling services that are not included in the per-minute charges assessed for individual calls. (N)  
(N)

**Carrier, Company or Utility**- Refers to Public Communications Services, Inc. (“PCS”)

**Completed Call** - A call which the Company’s network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other mechanical answering device.

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

**Customer** - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this price list. In the case of collect-only calling services provided to Inmates of Confinement Institutions, the called party is the Customer and is responsible for payment of charges.

**Day** - From 8 a.m. up to but not including 5p.m. local time Monday through Friday.

**Inmates** - The confined population of Institutions.

**Jail** – A facility of a local, state or federal law enforcement agency that is used primarily to hold individuals who are (1) awaiting adjudication of criminal charges; (2) post-conviction and committed to confinement for sentences of one year or less; (3) post conviction and awaiting transfer to another facility. The term also includes city, county or regional facilities that have contracted with a private company to manage day-to-day operations; privately-owned and operated facilities primarily engaged in housing city, county or regional inmates; and facilities used to detain individuals pursuant to a contract with U.S. Immigration and Customs Enforcement. (N)  
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(N)

**Non-Day** - From 5p.m. up to but not including 8 a.m. local time any other time of the week not covered by the Day Rate period.

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**SECTION 1 – DEFINITIONS, (CONT'D.)**

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

**Prison** – A facility operated by a territorial, state or federal agency that is used primarily to confine individuals convicted of felonies and sentenced to terms in excess of one year. The term also includes public and private facilities that provide outsource housing to other agencies such as the State Departments of Correction and the Federal Bureau of Prisons; and facilities that would otherwise fall under the definition of a Jail but in which the majority of inmates are post-conviction or are committed to confinement for sentences longer than one year.

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(N)

**Residential Customer** - A customer who has telephone service at a dwelling and the service is used primarily for domestic or social purposes. All other customers are non-residential customers.

**Service** - Any telecommunications service(s) provided by the carrier under these schedules.

**Station** – A telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

**Time Period** - The interval of hours that distinguish day, evening, night and weekend rate periods.

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## SECTION 2 - TERMS AND CONDITIONS

### 2.1 General

- 2.1.1 These Terms and Conditions and Rate Schedules govern Company services originating and terminating at points within Maine. Specific services and rates are described in the Rate Schedules.
- 2.1.2 The Company's intrastate service territory consists of the entire state of Maine. Company services are available 24 hours per day, 7 days a week.
- 2.1.3 Company services are available for both residential and non- residential customers.

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**SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)**

**2.2 Calculation of Rates**

- 2.2.1** Rates for service are based on airline mileage between rate centers of the calling and called stations. The location of Rate Centers is based on information provided by Bell Operating Companies. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.
- 2.2.2** The chargeable time of a call is times and measured by the underlying carrier. Timing of calls begins when the call is answered at the called station. Different rates may apply depending on the time of day or day of week the call is made. Calls originating in one-time period and terminating in another time period will be billed according to the rates in effect during each portion of the call.
- 2.2.3** Upon customer request, the Company will automatically apply a 70% rate reduction for intrastate toll calls made from lines used by certified deaf, hard-of-hearing or speech-impaired persons who must rely on teletypewriters for residential telephone communications, and others as provided in 35-A M.R.S.A.'7302. To qualify for an automatic reduction, the customer must submit an affidavit to the Company on a form approved by the Maine Department of Human Services, stating that due to one of the aforementioned conditions, he or a member of the household must rely on a teletypewriter for telephone communications, and that the equipment is connected or acoustically coupled to his telephone. Upon request, customers making calls to certified persons are eligible for a 70% rate reduction for relevant billed calls made during each billing period.
- 2.2.4** An Enhanced Universal Emergency Number Service (E911) Surcharge, as provided in 25 M.R.S.A. '2927(1-A0, applies to each month to each residence and business access line, including PBX trunks, Centrex access lines, semipublic coin lines, and public access lines, in addition to the monthly local service rates for these lines specified elsewhere in these schedules. The surcharge shall not be imposed upon more than 25 lines per customer billing account and shall not apply to a customer who subscribe solely to interexchange services.

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**SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)**

**2.3 Credit, Collection and Dispute Resolution Procedures**

- 2.3.1** Residential Customers: Application for service, billing, payment, deposit, disconnection, dispute resolution and other credit and collection procedures for residential customers are governed by Chapters 81 and 870 of the Maine Public Utilities Commission's Rules.
- 2.3.2** Nonresidential Customers: Application for service, billing, payment, deposit, disconnection, dispute resolution and other credit and collection procedures for nonresidential customers are governed by Chapters 86 and 870 of the Maine Public Utilities Commission's Rules.
- 2.3.3** The Company does not charge a fee to establish service.
- 2.3.4** For billing purposes, service is established on the date the customer's local exchange carrier switches the customer's service to the reselling Company's network.
- 2.3.5** The Company bills charges monthly in arrears. For billing purposes, a month consists of thirty (30) days.
- 2.3.6** The Company does not charge a fee to restore service that was disconnected for non-payment of bills, violation of the Terms and Conditions, or fraudulent use of the Company's services.
- 2.3.7** All state and local taxes (i.e., sales tax) are listed as separate line items and are not included in the rates quoted in the Rate Schedules.

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**SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)**

**2.3 Credit, Collection and Dispute Resolution Procedures, (Cont'd.)**

**2.3.8** As provided in Chapter 870 of the Maine Public Utilities Commission's Rules, the Company charges \$5.00 per account to which the check is applied or the amount of the bank charges the company, not to exceed \$15.00 for each check returned for nonpayment by a bank. If the Company charges more than \$5.00, the Company shall furnish the customer with proof of the bank charge.

**2.3.9** All customer bills are due and payable when presented. The bill becomes past due no less than 30 days after postmarked. Once a bill is past due, the carrier may proceed with collection activities per Chapter 81 or 860, and a late payment shall be charged on the undisputed past due amount, calculated at the maximum monthly rate specified in Chapter 870 as updated in November of each year by the Commission's Director of Finance.

**2.3.10** Customer complaints are handled by a full service customer service department. Customers may call (800) 809-0663 24 hours a day, seven days a week, or submit a written complaint to:

Public Communications Services, Inc.  
Dave Goodman, Customer Service Manager  
Public Communications Services, Inc.  
11859 Wilshire Boulevard, Suite 600  
Los Angeles, CA 90025  
Telephone: (310) 473-6222  
Facsimile: (310) 473-3484  
Toll-free: (800) 266-2274

If the Customer is not satisfied with the Company response, the Customer may contact the Consumer Assistance Division, Maine Public Utilities Commission, 18 State House Station, 242 State Street, Augusta ME 04333-0018. Telephone: 800-452-4699 or 207-287-3831. Facsimile: 207-287-1039

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**SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)**

**2.4 Interruption of Service/Liability**

- 2.4.1** The Company will attempt to provide continuous and uninterrupted service. When the Company schedules a service interruption for maintenance or repairs, the Company will notify customers of the cause and expected duration of the interruption at least 24 hours in advance, when possible.
- 2.4.2** The Company's liability for damages arising out of mistakes, interruptions, omission, delays, errors, or defects in the transmission occurring in furnishing service or in Company facilities, and not caused by the negligence of its employees or agents, will not exceed the amount that the Company would have charged the customer for service for the period the aforementioned faults occur.
- 2.4.3** Upon customer request, the Company will credit a customer's account for service interruptions which are not due to the Company's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer. Before requesting a credit, the customer will take reasonable steps to verify that the trouble could not have been prevented by the customer and is not in the customer's wiring or equipment. For purposes of computing a credit for leased facilities, a month consists of 720 hours. The Company will credit the customer's account at the rate of 1/.720th of the monthly charge for the facilities affected for each full hour of the interruption.
- 2.4.4** The Company is protected against customer claims for libel, slander, or copyright infringement arising from the material, data, information, or other content transmitted using Company services. The Company is protected against all other claims arising from any act or omission of the customer while using Company services.
- 2.4.5** Any provisions that limit liability or damages do not apply to the extent they conflict with Maine Statute, 11 M.R.S.A. 2-316(5), Exclusion or Modification of Warranties.

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**SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)**

**2.5 Taxes and Fees**

**2.5.1 ConnectME Fund**

The State of Maine ConnectME Authority has implemented the ConnectME Fund. Beginning with bills issued on or after September 1, 2007, an assessment in the amount as set forth by the ConnectME Authority will be applied to the Customer's monthly total intrastate revenues.

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### SECTION 3 – SERVICES AND RATES

#### 3.1 Institutional Operator Assisted Calling

##### 3.1.1 Description

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

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

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

**3.1 Institutional Operator Assisted Calling, (Cont'd.)**

**3.1.1 Description, (Cont'd.)**

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

- a. Calls to "900", "976" or other pay-per-call services are blocked by PCS.
- b. At the request of the Institution, PCS may block inmate access to toll-free numbers (e.g., 800, 888) and dialing sequences used to access other carriers or operator service providers (e.g., 950-XXXX, 10XXXX).
- c. At the request of the Institution, PCS may block Inmate access to "911", "411", or local operators reached through "0-" dialing.
- d. At the request of the Institution, PCS may block Inmate access to specific telephone numbers.
- e. Availability of PCS's services may be restricted by the Institution to certain hours and/or days of the week.
- f. At the request of the Institution, no notices or signage concerning the Company's services will be posted with its instruments. Information concerning PCS's services is provided to the administration of each Institution where the Company's services are offered. Inmates may obtain information regarding rates and charges by requesting such information from the Institution's administration.
- g. At the request of the Institution, PCS may impose time limits on local and long distance calls placed using its services.
- h. At the request of the Institution, equipment may be provided which permits monitoring of inmate calls by legally authorized government officials.

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

**3.1 Institutional Operator Assisted Calling, (Cont'd.)**

**3.1.2 Plan A**

**Local and IntraLATA Rates and Charges**

**Usage Charges:**

	<u>Rate Per Minute</u>
All Times of Day:	\$0.25

(D)  
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(D)

**3.1.3 Plan B**

**Local Rate**

**Per Minute Rate:**

Station-to Station Collect:	\$0.13
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**IntraLATA Rates**

**Usage Charges:**

Rate Per Minute:	\$0.30
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(D)  
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(D)

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

**3.2 Institutional Prepaid Collect Service**

**3.2.1 Description**

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

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

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

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

(T)

Call duration maximum is fifteen (15) minutes.

**3.2.2 Plan A**

**Local and IntraLATA Rates and Charges**

**Usage Charges:**

	<u>Rate Per Minute</u>
All Times of Day:	\$0.25

(D)  
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(D)

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

**3.2 Institutional Prepaid Collect Service, (Cont'd.)**

**3.2.3 Plan B**

**Local Rate**

**Per Minute Rate:**

Station-to Station Collect: \$0.13

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(C)

**IntraLATA Rates**

**Usage Charges:**

Rate Per Minute: \$0.30

(D)  
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(D)

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

**3.3 Institutional Debit Service**

(N)

**3.3.1 Description**

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

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

Institutional Prepaid Service calls are not distance sensitive. Call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute and therefore the Available Usage Balance is decremented in full minute increments. Per call and usage for each call placed is deducted from the Available Usage Balance in the Inmate=s Prepaid Account on a real time basis as the call progresses.

(N)

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

**3.3 Institutional Debit Service, (Cont'd.)**

**3.3.2 Plan A**

**Local Rate**

**Per Minute Rate:**

Station-to Station Collect: \$0.13

(C)  
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(C)

**IntraLATA Rates**

**Usage Charges:**

Rate Per Minute: \$0.30

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(D)

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

**3.4 Pay Per Call Service**

(N)

Pay Per Call Service allows recipients of inmate collect calls to pay on a per call basis. This service is targeted to called parties who either do not want to set up a prepaid account and purchase a bulk set of minutes on a prepaid basis or who may be blocked from receiving collect calls. When the call is placed, the called party will be prompted for credit card information and once received and validated, the call will be connected. Calls are billed only via a major credit card, as determined by the Company. Call rates are based on a call of up to fifteen (15) minutes.

Local:	\$3.85
IntraLATA:	\$8.00
InterLATA:	\$9.00

(N)

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

**3.5 [Reserved For Future Use]**

**(D)**

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

**3.5 [Reserved For Future Use], (Cont'd.)**

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

**3.5 [Reserved For Future Use], (Cont'd.)**

**(D)**

**(D)**

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

**3.6 Ancillary Service Charges**

**3.6.1 Automated Payment Fees (where available)** – Credit Card payment, debit card payment, and bill processing fees, including fees for payments made by interactive voice response (IVR), web, or kiosk (where available).

Automated payment fees          \$3.00

**3.6.2 Live Agent Fee** – A fee associated with the optional use of a live operator to complete Inmate Calling Services transactions.

Live Agent Fee                      \$5.95

**3.6.3 Paper Bill/Statement Fees** – Fees associated with providing customers of Inmate Calling Services an optional paper billing statement.

Paper Bill/Statement Fees      \$2.00

(N)

(N)

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