

# HELEIN & ASSOCIATES, P. C.

ATTORNEYS AT LAW

8180 GREENSBORO DRIVE  
SUITE 700  
MCLEAN, VA 22102

(703) 714-1300 (TELEPHONE)  
(703) 714-1330 (FACSIMILE)

WRITER'S DIRECT DIAL NUMBER:

(703) 714-1301

February 28, 1996

DEPOSIT TREAS. REC. DATE

D271 MAR 01 '96

**Via Airborne Express**

Florida Public Service Commission  
Division of Administration  
Room G-50  
101 East Gaines Street  
Tallahassee, Florida 32399-0850

960260-TI

Re: **Incline Communications, Inc.**  
Application for Authority to Provide  
Intrastate Telecommunications Services

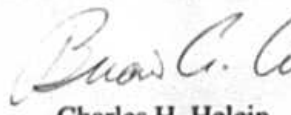
Dear Sir/Madame:

On behalf of Incline Communications, Inc., we transmit herewith an original and twelve (12) copies of an application for authority to provide intrastate telecommunications services in the state of Florida. Also submitted herewith is a check in the amount of \$250.00 to cover the required filing fee for this application.

Also enclosed is an additional copy of the application and this letter. Please date stamp the extra copy and return that copy in the postage prepaid envelope provided.

Please direct all questions and all correspondence with respect to this application to Brian Cute of this office or the undersigned.

Respectfully submitted,

  
Charles H. Helein  
Regulatory Counsel

Enclosures

RECEIVED  
FLORIDA PUBLIC  
SERVICE COMMISSION  
MILL ROOM  
96 FEB 29 PM 2:11

DOCUMENT NUMBER-DATE

02566 MAR-1 96

FPSC-RECORDS/REPORTING

**\*\* FLORIDA PUBLIC SERVICE COMMISSION \*\***

**DIVISION OF COMMUNICATIONS**  
**BUREAU OF SERVICE EVALUATION**

**APPLICATION FORM**

for

**AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICE**  
**WITHIN THE STATE OF FLORIDA**

**Instructions**

- A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).
- B. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. If you have questions about completing the form, contact:
- Florida Public Service Commission  
Division of Communications  
Bureau of Service Evaluation
- E. Once completed, submit the original and twelve (12) copies of this form along with a non-refundable application fee of \$250.00 to:

Florida Public Service Commission  
Division of Administration, Room G-50

FORM PSC/CMU 31 (4/91)

Required by Commission Rule Nos. 25-24.471  
25-24.473 & 25-24.480(2)

1. This is an application for (check one):
- (X) Original Authority (New company).
  - ( ) Approval of Transfer (To another certificated company).
  - ( ) Approval of Assignment of existing certificate (To a noncertificated company).
  - ( ) Approval for transfer of control (To another certificated company).

DOCUMENT NUMBER-DATE  
**02566 MAR-1 88**  
FPSC-RECORDS/REPORTING

960260-72

- 2. The legal name of the applicant:  
Incline Communications, Inc.
- 3. Name under which the applicant will do business:  
Same as above
- 4. National address (including street name & number, post office box, city, state and zip code).  
333 Falkenburg Road  
Suite B-209  
Tampa, FL 33619
- 5. Florida address (including street name & number, post office box, city, state and zip code):  
Same as #4
- 6. Structure of organization;  
 Individual                       Corporation  
 Foreign Corporation    Foreign Partnership  
 General Partnership    Limited Partnership  
 Other, \_\_\_\_\_
- 7. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners.
  - (a) Provide proof of compliance with the foreign partnership statute (Chapter 620.169 FS), if applicable.
  - (b) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.

8. If incorporated, please give:

- (a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.
- (b) Name and address of the company's Florida registered agent.

See Exhibit 1

9. If incorporated, indicate if any of the officers, directors, partners or any of the ten largest stockholders have previously been:

- (a) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.

No

- (b) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

No

10. Who will serve as liaison with the Commission in regard to (please give name, title, address and telephone number):

- (a) The application;

Charles H. Helein, Esq., Regulatory Counsel  
Helein & Associates, P.C.  
8180 Greensboro Drive, Suite 700  
McLean, VA 22102  
(703) 714-1300

- (b) Official Point of Contact for the ongoing operations of the company;

Ronald W. Toy  
333 Falkenburg, Suite B-209  
Tampa, FL 33619  
(813) 685-2330

(c) Tariff:

Charles H. Helein, Esq., Regulatory Counsel  
Helein & Associates, P.C.  
8180 Greensboro Drive - Suite 700  
McLean, VA 22102  
(703) 714-1300

(d) Complaints/Inquiries from customers;

Ronald W. Toy  
333 Falkenburg Road, Suite B-209  
Tampa, FL 33619  
(813) 685-2330

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

None

(b) Has applications pending to be certificated as an interexchange carrier.

None

(c) Is certificated to operate as an interexchange carrier.

None

(d) Has been denied authority to operate as an interexchange carrier and the circumstances involved.

None

(e) Has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

None

(f) Has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

None

12. The applicant will provide the following interexchange carrier services (Check all that apply):

MTS with distance sensitive per minute rates

- Method of access is FGA  
 Method of access is FGB  
 Method of access is FGD  
 Method of access is 800

MTS with route specific rates per minute

- Method of access is FGA'  
 Method of access is FGB  
 Method of access is FGD  
 Method of access is 800

MTS with statewide flat rates per minute (i.e. not distance sensitive)

- Method of access is FGA  
 Method of access is FGB  
 Method of access is FGD  
 Method of access is 800

MTS for pay telephone service providers

Block-of-time calling plan (Reach out Florida, Ring America, etc.).

800 Service (Toll free)

WATS type service (Bulk or volume discount)

- Method of access is via dedicated facilities  
 Method of access is via switched facilities

Private Line services (Channel Services)  
(For ex. 1.544 mbs., DS-3, etc.)

Travel Service

- Method of access is 950  
 Method of access is 800

900 Service

Operator Services

(Incline will resell the services of a certified O.S.P. and receive a commission. Incline will not bill any O.S.P. calls.)

Available to presubscribed customers

Available to non presubscribed customers (for example to patrons of hotels, students in universities, patients in hospitals

Available to inmates

**Services included are:**

Station assistance

Person to Person assistance

Directory assistance

Operator verify and interrupt

Conference Calling

Other: Prepaid Calling Card Service

13. What does the end user dial for each of the interexchange carrier services that were checked in services included (above).

A. End users who use MTS statewide flat rate products, and are PIC'd to Incline Communications will access Incline's network by dialing 1 + area code + phone number. End users who use MTS statewide flat rate products and are not PIC'd to Incline Communications will access Incline's network by dialing 101XXX + 1 + area code + phone number.

B. Pay telephone providers must PIC Incline Communications as their long distance service. End users who place a long distance call on pay telephones PIC'd to Incline Communications will have their long distance call terminated over Incline's network unless the end user elects to bypass Incline's network by dialing another IXC's 10XXX or 101XXX.

- C. Customers who subscribe to Incline's 800 service designate a telephone number (ANI) that the 800 service will terminate on. The public may dial the 800 number and not be charged for the call. Charges are assessed to Incline's customer.
- D. End users who subscribe to Incline Communications Wats-like service may access the service only through dedicated facilities. End users with dedicated facilities will dial area code + phone number on a specific line dedicated to the Wats-like service.
- E. End users who wish to use travel service provided by Incline Communications will dial an 800 number, receive a dial tone from Incline Communications switch, enter a specific authorization code and dial the area code + phone number they desire to reach.
14. What services will the applicant offer to other certificated telephone companies:
- (X) Facilities. ( ) Operators.  
( ) Billing and Collection. ( ) Sales.  
( ) Maintenance.  
( ) Other: \_\_\_\_\_
15. Will your marketing program:
- (X) Pay commissions?  
( ) Offer sales franchises?  
( ) Offer multi-level sales incentives?  
( ) Offer other sales incentives?



16. Explain any of the offers checked in question 15 (To whom, what amount, type of franchise, etc.).

Pay commissions to employed sales staff and contracted sales agents

17. Who will receive the bills for your service (Check all that apply)?

- (X) Residential customers. (x) Business customers.  
( ) PATS providers. ( ) PATS station end-users.  
( ) Hotels & motels. ( ) Hotel & motel guests.  
( ) Universities. ( ) Univ. dormitory residents.  
(x) Other: (specify) see below

Incline will resell the services of a certified O.S.P. and receive a commission. Incline will not bill any O.S.P. calls.

18. Please provide the following (if applicable):

- (a) Will the name of your company appear on the bill for your services, and if not who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided?

Incline Comminations Inc's. name will appear on customers bills with an 800 number for billing inquires.

- (b) Name and address of the firm who will bill for your service.

See 18(a) and 4

19. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

See Exhibit 2

\* \* APPLICANT ACKNOWLEDGMENT STATEMENT \* \*

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of one and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **LEC BYPASS RESTRICTIONS:** I acknowledge the Commission's policy that interexchange carriers shall not construct facilities to bypass the LECs without first demonstrating to the Commission that the LEC cannot offer the needed facilities at a competitive price and in a timely manner.
6. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange telephone service.
7. **ACCURACY OF APPLICATION:** By my signature below, I attest to the accuracy of the information contained in this application and associated attachments.

\_\_\_\_\_  
Ronald W. Toy  
President

February \_\_\_\_, 1996

ATTACHMENTS:

- A - CERTIFICATE TRANSFER STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - INTRASTATE NETWORK
- D - FLORIDA TELEPHONE EXCHANGES  
AND EAS ROUTES
- E - GLOSSARY

**\*\* APPENDIX A \*\***

**CERTIFICATE TRANSFER STATEMENT**

I, (TYPED NAME) \_\_\_\_\_,  
current holder of certificate number \_\_\_\_\_, have  
reviewed this application and join in the petitioner's request.

\_\_\_\_\_  
Signature of owner or chief  
officer of the certificate holder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\*\* APPENDIX B \*\*

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be responded to in one of the following ways (applicant please check one):

  X   The applicant will not collect deposits nor will it collect payments for service more than one month in advance.

       The applicant will file with the Commission and maintain a surety bond in an amount equal to the current balance of deposits and advance payments in excess of one month. (Bond must accompany application.)

\_\_\_\_\_  
Ronald W. Toy  
President

February \_\_\_\_, 1996

\*\* APPENDIX C \*\*

INTRASTATE NETWORK

1. **POP:** Addresses where located, and indicate if owned or leased.

1) 333 Falkenburg Road, Suite B-209  
Tampa, FL 33619

Site is leased by Incline Communications, Inc.

2. **SWITCHES:** Address where located, by type of switch, and indicate if owned or leased.

1) 333 Falkenburg Road, Suite B-209  
Tampa, FL 33619

2) Incline Communications, Inc. owns a Harris 20/20 L

3) Site is leased by Incline Comminations, Inc.

3. **TRANSMISSION FACILITIES:** Pop-to-Pop facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.

1) <u>POP-to-POP</u>	<u>TYPE</u>	<u>OWNERSHIP</u>
None	N/A	N/A

4. **ORIGINATING SERVICE:** Please provide the list of exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate (Appendix D).

Incline's objective is to be certified, by the Florida Public Service Commission as a statewide provider of interexchange services. Incline will use the first thirty days after certification to beta test its equipment, originating circuits and terminating carriers. Once this period is completed, Incline will begin to market the Tampa metro area and gradually expand its marketing to include the entire state.

5. **TRAFFIC RESTRICTIONS:** Please explain how the applicant will comply with the EAEA requirements contained in Commission Rule 25-24.471 (4) (a) (copy enclosed).

End users who misdial to an exchange that is qualified for Extended Area Service will receive a voice message instructing them in the proper dialing procedure. Incline Communications will not process intralata calls unless the new user dials its 101XXX.

6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant ( ) has or has not (X) previously provided intrastate telecommunications in Florida. If the answer is **has**, fully describe the following:

- a) What services have been provided and when did these services begin?
- b) If the services are not currently offered, when were they discontinued?

---

Ronald W. Toy  
President

February \_\_, 1996

\*\* APPENDIX D \*\*

FLORIDA TELEPHONE EXCHANGES

AND

EAS ROUTES

Describe the service area in which you hold yourself out to provide service by telephone company exchange. If all services listed in your tariff are not offered at all locations, so indicate.

Incline will begin to market the Tampa metro area and gradually expand its marketing to include the entire state.

In an effort to assist you, attached is a list of major exchanges in Florida showing the small exchanges with which each has extended area service (EAS).

---

Ronald W. Toy  
President

February \_\_, 1996



\*\* FLORIDA EAS FOR MAJOR EXCHANGES \*\*

Extended Service  
Area with These Exchanges

PENSACOLA:	Cantonment, Gulf Breeze Pace, Milton Holley-Navarre.
PANAMA CITY:	Lynn Haven, Panama City Beach, Youngstown-Fountain and Tyndall AFB.
TALLAHASSEE:	Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks.
JACKSONVILLE:	Baldwin, Ft. George, Jacksonville Beach, Callahan, Maxville, Middleburg Orange Park, Ponte Vedra and Julington.
GAINESVILLE:	Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.
OCALA:	Belleview, Citra, Dunnellon, Forest Lady Lake (B21), McIntosh, Oklawaha, Orange Springs, Salt Springs and Silver Springs Shores.
DAYTONA BEACH:	New Smyrna Beach.
TAMPA:	Central None East Plant City North Zephyrhills South Palmetto West Clearwater
CLEARWATER:	St. Petersburg, Tampa-West and Tarpon Springs.
ST. PETERSBURG:	Clearwater.
LAKELAND:	Bartow, Mulberry, Plant City, Polk City and Winter Haven.

\*\* FLORIDA EAS MAJOR EXCHANGES CONTINUE \*\*

ORLANDO: Apopka, East Orange, Lake Buena Vista, Oviedo, Windermere, Winter Garden, Winter Park, Montverde, Reedy Creek and Oviedo-Winter Springs.

WINTER PARK: Apopka, East Orange, Lake Buena Vista, Orlando, Oviedo, Sanford, Windermere, Winter Garden, Oviedo-Winter Springs Reedy Creek, Geneva and Montverde.

TITUSVILLE: Cocoa and Cocoa Beach.

COCOA: Cocoa Beach, Eau Gallie, Melbourne and Titusville.

MELBOURNE: Cocoa, Cocoa Beach, Eau Gallie and Sebastian.

SARASOTA: Bradenton, Myakka and Venice.

FT. MYERS: Cape Coral, Ft. Myers Beach, North Cape Coral, North Ft. Myers, Pine Island, Lehigh Acres and Sanibel-Captiva Islands.

NAPLES: Marco Island and North Naples.

W. PALM BEACH: Boynton Beach and Jupiter.

POMPANO BEACH: Boca Raton, Coral Springs, Deerfield Beach and Ft. Lauderdale.

FT. LAUDERDALE: Coral Springs, Deerfield Beach, Hollywood and Pompano Beach.

HOLLYWOOD: Ft. Lauderdale and North Dade.

NORTH DADE: Hollywood, Miami and Perrine.

MIAMI: Homestead, North Dade and Perrine

**\*\* APPENDIX E \*\***

**\*\* GLOSSARY \*\***

**ACCESS CODE:** The term denotes a uniform four or seven digit code assigned to an individual IXC. The five digit code has the form 10XXX and the seven digit code has the form 950-10XX.

**BYPASS:** Transmission facilities that go direct from the local exchange end user to an IXC point of presence, thus bypassing the local exchange company.

**CARRIERS CARRIER:** An IXC that provides telecommunications service, mainly bulk transmission service, to other IXC only.

**CENTRAL OFFICE:** A local operating unit by means of which connections are established between subscribers' lines and trunk or toll lines to other central offices within the same exchange or other exchanges. Each three (3) digit central office code (NXX) used shall be considered a separate central office unit.

**CENTRAL OFFICE CODE:** The term denotes the first three digits (NXX) of the seven (7) digit telephone number assigned to a customer's telephone exchange service.

**COMMISSION:** The Florida Public Service Commission.

**COMPANY, TELEPHONE COMPANY, UTILITY:** These terms may be used interchangeably herein and shall mean any person, firm, partnership or corporation engaged in the business of furnishing communication service to the public under the jurisdiction of the Commission.

**DEDICATED FACILITY:** The term denotes a transmission circuit which is permanently for the exclusive use of a customer or a pair of customers.

**END USER:** The term denotes any individual, partnership, association, corporation, governmental agency or any other entity which (A) obtains a common line, uses a pay telephone or obtains interstate service arrangements in the operating territory of the company or (B) subscribes to interstate services provided by an IXC or uses the services of the IXC when the IXC provides interstate service for its own use.

**EQUAL ACCESS EXCHANGE AREAS:** EAEA means a geographic area, configured based on 1987 planned toll center/access tandem areas, in which local exchange companies are responsible for providing equal

access to both carriers and customers of carriers in the most economically efficient manner.

**EXCHANGE:** The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange area. An exchange may include more than one central office unit.

**EXCHANGE (SERVICE) AREA:** The territory, including the base rate suburban and rural areas served by an exchange, within which local telephone service is furnished at the exchange rates applicable within that area.

**EXTENDED AREA SERVICE:** A type of telephone service furnished under tariff provision whereby subscribers of a given exchange or area may complete calls to, and receive messages from, one or more other contiguous exchanges without toll charges, or complete calls to one or more other exchanges without toll message charges.

**FACILITIES BASED:** An IXC that has its own transmission and/or switching equipment or other elements of equipment and does not rely on others to provide this service.

**FOREIGN EXCHANGE SERVICES:** A classification of exchange service furnished under tariff provisions whereby a subscriber may be provided telephone service from an exchange other than the one from which he would normally be served.

**FEATURE GROUPS:** General categories of unbundled tariffs to stipulate related services.

- Feature Group A:** Line side connections presently serving specialized common carriers.
- Feature Group B:** Trunk side connections without equal digit or code dialing.
- Feature Group C:** Trunk side connections presently serving AT&T-C.
- Feature Group D:** Equal trunk access with subscription.

**INTEREXCHANGE COMPANY:** means any telephone company, as defined in Section 364.02(4), F.S. (excluding Payphone Providers), which provides telecommunication service between exchange areas as those areas are described in the approved tariffs of individual local exchange companies.

**INTER-OFFICE CALL:** A telephone call originating in one central office unit or entity but terminating in another central office

unit or entity both of which are in the same designated exchange area.

**INTRA-OFFICE CALL:** A telephone call originating and terminating within the same central office unit or entity.

**INTRASTATE COMMUNICATIONS:** The term denotes any communications in Florida subject to oversight by the Florida Public Service Commission as provided by the laws of the State.

**INTRA-STATE TOLL MESSAGE:** Those toll messages which originate and terminate within the same state.

**LOCAL ACCESS AND TRANSPORT AREA:** LATA means the geographic area established for the administration of communications service. It encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

**LOCAL EXCHANGE COMPANY (LEC):** Means any telephone company, as defined in Section 364.02(4), F.S., which, in addition to any other telephonic communication service, provides telecommunication service within exchange areas as those areas are described in the approved tariffs of the telephone company.

**OPTIONAL CALLING PLAN:** An optional service furnished under tariff provisions which recognizes a need of some subscribers for extended area calling without imposing the cost on the entire body of subscribers.

**900 SERVICE:** A service similar to 800 service, except this service is charged back to the customer based on first minute plus additional minute usage.

**PIN NUMBER:** A group of numbers used by a company to identify their customers.

**PAY TELEPHONE SERVICE COMPANY:** Means any telephone company, other than a Local Exchange Company, which provides pay telephone service as defined in Section 364.335(4), F.S.

**POINT OF PRESENCE (POP):** Bell-coined term which designates the actual (physical) location of an IXC's facility. Replaces some applications of the term "demarcation point."

**PRIMARY SERVICE:** Individual line service or party line service.

**RESELLER:** An IXC that does not have certain facilities but purchases telecommunications service from an IXC and then resells that service to others.

**STATION:** A telephone instrument consisting of a transmitter, receiver, and associated apparatus so connected as to permit sending and/or receiving telephone messages.

**SUBSCRIBER, CUSTOMER:** These terms may be used interchangeably herein and shall mean any person, firm, partnership, corporation, municipality, cooperative organization, or governmental agency supplied with communication service by a telephone company.

**SUBSCRIBER LINE:** The circuit or channel used to connect the subscriber station with the central office equipment.

**SWITCHING CENTER:** Location at which telephone traffic, either local or toll, is switched or connected from one circuit or line to another. A local switching center may be comprised of several central office units.

**TRUNK:** A communication channel between central office units or entities, or private branch exchanges.

EXHIBIT 1

Incline Communications, Inc.

CERTIFICATE OF AUTHORITY TO DO BUSINESS  
REGISTERED AGENT

Please find attached a copy of Incline Communications, Inc's.  
Certificate of Authority to do business in the state of  
Florida.

REGISTERED AGENT

Ralph C. Stoddard  
915 Oakfield Drive, Suite F  
Brandon, FL 33511

# State of Florida



## Department of State

I certify from the records of this office that INCLINE COMMUNICATIONS, INC. is a corporation organized under the laws of the State of Florida, filed on September 23, 1993.

The document number of this corporation is P93000067921.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1995, that its most recent annual report was filed on May 1, 1995, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capitol, this the  
Nineteenth day of June, 1995



CR2EO22 (2-95)

*Sandra B. Northam*

Sandra B. Northam  
Secretary of State



EXHIBIT 2

Incline Communications, Inc.

PROPOSED TARIFF

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**TELECOMMUNICATIONS SERVICES TARIFF**

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**TITLE SHEET**

**FLORIDA TELECOMMUNICATIONS TARIFF**

This tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Incline Communications, Inc., with principal offices at 333 Falkenburg Road, Suite B-209, Tampa, Florida 33619. This tariff applies to services furnished within Florida. This tariff is on file with the Florida Public Service Commission, where copies may be inspected, during normal business hours.

---

**ISSUED:**

**EFFECTIVE:**

**By: Ronald W. Toy, President  
Incline Communications, Inc.  
333 Falkenburg Road, Suite B-209  
Tampa, FL 33619**

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**TELECOMMUNICATIONS SERVICES TARIFF**

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**CHECK SHEETS**

Pages 1 through 23 inclusive of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date at the bottom of this page.

<b>PAGE</b>	<b>REVISION</b>
1	Original*
2	Original*
3	Original*
4	Original*
5	Original*
6	Original*
7	Original*
8	Original*
9	Original*
10	Original*
11	Original*
12	Original*
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15	Original*
16	Original*
17	Original*
18	Original*
19	Original*
20	Original*
21	Original*
22	Original*
23	Original*
24	Original*

\* Denotes pages included with this filing.

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**ISSUED:****EFFECTIVE:**

By: **Ronald W. Toy, President**  
**Incline Communications, Inc.**  
**333 Falkenburg Road, Suite B-209**  
**Tampa, FL 33619**

**TELECOMMUNICATIONS SERVICES TARIFF**

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**TABLE OF CONTENTS**

**TITLE SHEET** ..... 1

**CHECK SHEETS** ..... 2

**TABLE OF CONTENTS** ..... 3

**SYMBOLS** ..... 5

**TARIFF FORMAT** ..... 6

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS** ..... 8

**SECTION 2 - RULES AND REGULATIONS** ..... 9

2.1 Undertaking of Company ..... 9

2.2 Limitations ..... 9

2.3 Liabilities of the Company ..... 10

2.4 Interruption of Service ..... 11

2.5 Restoration of Service ..... 13

2.6 Deposits ..... 13

2.7 Advance Payments ..... 13

2.8 Taxes ..... 14

2.9 Employee Concessions ..... 16

2.10 Billing ..... 16

**SECTION 3 - DESCRIPTION OF SERVICES** ..... 17

3.1 Usage Based Services ..... 17

3.2 Services Not Available ..... 18

3.3 Calculation of Distance ..... 18

3.4 Minimum Call Completion Rate ..... 18

3.5 Directory Assistance ..... 18

---

**ISSUED:**

**EFFECTIVE:**

**By: Ronald W. Toy, President  
Incline Communications, Inc.  
333 Falkenburg Road, Suite B-209  
Tampa, FL 33619**

**TELECOMMUNICATIONS SERVICES TARIFF**

---

**SECTION 4 - RATES** ..... 19

4.1 Peak/Off-Peak Rate Periods ..... 19

4.2 Switched Rate Schedules ..... 19

4.3 Switched Peak-Off-Peak Rate Schedules ..... 20

4.4 Dedicated Rate Schedules ..... 21

4.5 Calling Card Service ..... 23

4.6 Directory Assistance Charge ..... 23

4.7 Miscellaneous Charges ..... 23

4.8 Promotions ..... 23

4.9 Discounts for Hearing Impaired Customers ..... 24

4.10 Late Payment Charge ..... 24

4.11 Operation of Telecommunications Relay Service ..... 24

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**ISSUED:**

**EFFECTIVE:**

**By: Ronald W. Toy, President  
Incline Communications, Inc.  
333 Falkenburg Road, Suite B-209  
Tampa, FL 33619**

---

**TELECOMMUNICATIONS SERVICES TARIFF**

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**SYMBOLS**

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

- D** - Discontinued rate or regulation
- I** - Increase in rate
- M** - Moved to/from another tariff location
- N** - New rate or regulation
- R** - Reduction in rate
- T** - Change in text only

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**Incline Communications, Inc.**  
**333 Falkenburg Road, Suite B-209**  
**Tampa, FL 33619**

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**TELECOMMUNICATIONS SERVICES TARIFF**

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**TARIFF FORMAT**

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the FPSC. For example, 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the FPSC follows in its tariff approval process, the most current page number on file with the FPSC is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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

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**TELECOMMUNICATIONS SERVICES TARIFF**

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**TARIFF FORMAT (Cont'd)**

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

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**TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Access Line** - A telephone line provided by local exchange carriers which connect a telephone or other communications device at a customer's location to Incline Communications, Inc.'s Underlying Carrier's telecommunications network switching center(s).

**Authorization or Account Code** - A numerical code of four to eleven digits, one or more of which codes are available to a customer to enable the customer to lawfully connect its communication devices for the purpose of accessing the telecommunications networks of Incline Communications, Inc.'s Underlying Carrier, and which thereby are used to prevent unauthorized network access and to identify the customer and its calling volumes for billing purposes.

**Carrier or Company** - Incline Communications, Inc. or Incline.

**Customer** - The person, firm, corporation, end user or other entity which orders or uses services and is responsible for the payment of charges.

**FPSC** - Florida Public Service Commission.

**Holidays** - New Year's Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

**PIC** - Primary Interexchange Carrier

**Service Agreement** - Company's standard form for the ordering and acceptance of a customer's request for and commitment to take Company's service offerings pursuant to this tariff.

**Rate Center** - The Points of Presence (POPs) or first point of interconnection of local exchange facilities providing access to the long distance network of the Company's Underlying Carrier and the point from which a customer's traffic is rated and billed.

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

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**TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of Company**

Company undertakes to provide only those designated Services as are furnished under the terms and subject to the conditions and customer payment of the applicable rates of this tariff for communications originating and terminating within Florida.

The Company's Services are available to its customers twenty four hours per day, seven days per week.

**2.2 Limitations**

- 2.2.1** Service is offered subject to the availability of the facilities of Company's Underlying Carrier and the provisions of this tariff.
- 2.2.2** Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control, including without limitation, for customer non-payment of charges; or when the customer's use of a service becomes or is in violation of the law or the provisions of this tariff.
- 2.2.3** The Services provided under this tariff are subject to the direct and exclusive control of the Company. No one may alter or affect the Services nor transfer or assign its use of the Services without the express written consent of the Company, which consent may be withheld, without limitation, by Company in its sole discretion at any time such alteration, effect, transfer or assignment would result in an interruption of the Services or a change in the customer's location to which the Services are to be provided.

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**TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.2 Limitations (cont'd)**

**2.2.4** In the event prior written permission from the Company is given for 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 for service.

**2.3 Liabilities of the Company**

**2.3.1** Company has no liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission or call processing of customer's communications traffic by the Underlying Carrier. The Company's liability for such damages occurring in the course of furnishing the Company's Services but not caused by its gross negligence or willful misconduct or that of its employees or agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which such mistakes, interruptions, omissions, delays, errors, or defects in the Company's furnishing of its Services occur.

**2.3.2** Acceptance of the provisions of Section 2.3.1 by the Commission does not constitute its determination that the limitation of liability imposed by the Company should be upheld in a court of law; but the recognition that as it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefor, so it is the duty of the courts to determine the validity of the exculpatory provisions of Section 2.3.1.

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**TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.3 Liabilities of the Company (cont'd)**

**2.3.3** Company shall be indemnified and held harmless by the customer against:

- (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content of a customer's communications traffic;
- (B) Claims for patent infringement arising from a customer's use of its equipment, facilities or systems with the Company's Services; and
- (C) All other claims arising out of any act or omission of the customer in connection with any service provided by Company.

**2.4 Interruption of Service**

**2.4.1** Credit allowance for the interruption of service is subject to the general liability provisions set forth in Section 2.3.1 herein. Customer shall receive no credit allowance for interruption of service due to Carrier's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer. Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the customer, or the failure of channels or equipment provided by the customer, shall not exceed an amount equivalent to the proportionate charge to the customer for the period of interruption. It shall be the obligation of the customer to notify the Company immediately of any interruption in service for which a credit allowance is claimed. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission within customer's control, or is not in wiring or equipment, if any, furnished by the customer in connection with the Company's Services.

**2.4.2** No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.

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**TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS** (Cont'd)**2.4 Interruption of Service (cont'd)**

- 2.4.3** Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of Company or in the event Company is entitled to a credit for the failure of the facilities of Company's Underlying Carrier used to furnish customer's service.
- 2.4.4** No credit shall be allowed:
- (A) For failure of services or facilities of customer; or
  - (B) For failure of services or equipment caused by the negligence or wilful acts of customer.
- 2.4.5** Credit for an interruption shall commence after customer notifies Company of the interruption or when Company becomes aware thereof, and ceases when service has been restored.
- 2.4.6** Before customer notifies Company of an interruption, customer shall make reasonable attempts to ascertain that customer, a third party or its or their actions and/or equipment is/are not the cause thereof.
- 2.4.7** Credits are applicable only to that portion of service interrupted.
- 2.4.8** For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.4.9** No credit shall be allowed for an interruption of a continuous duration of less than two hours.

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**TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.4 Interruption of Service (cont'd)**

**2.4.10** The customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

$$\text{Credit} = \frac{A \times B}{720}$$

"A" = outage time in hours

"B" = total monthly charge for affected facility

**2.5 Restoration of Service**

The use and restoration of service shall be administered by the Underlying Carrier in accordance with the priority system specified in the Rules and Regulations of the Florida Commerce Commission.

**2.6 Deposits**

The Company does not require a deposit from its customers.

**2.7 Advance Payments**

The Company does not collect advance payments.

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**TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.8 Taxes**

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax and so forth) are listed as separate line items and are not included in the Company's scheduled rates.

**2.8.1** In the event Company incurs fees or expenses, including attorney's fees, to collect, or attempt to collect, any charges owed Company by customer, including charges alleged to have resulted from fraud or abuse of customer's services, the Company shall charge customer all such fees and expenses, including Company's reasonable attorney's fees, incurred to collect or to attempt to collect its charges, and Company shall be entitled to recover such fees or expenses irrespective of whether it prevails in any legal action brought to collect its charges, all in accordance with and subject to the following additional legal requirements:

**2.8.2** In accordance with the "filed tariff doctrine," as established by judicial and regulatory decisions and precedents, customer shall pay all charges due and owing irrespective of any claims of loss, liability, set off, damages, or other claims against Company to which customer may claim to be entitled, the duty to pay such charges shall arise upon the demand for payment by Company and shall not be delayed or deferred by the commencement of any legal or equitable action by either customer or Company in connection with such charges incurred under this tariff.

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**TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.8 Taxes (cont'd)**

- 2.8.3** Customer agrees that all actions, suits or proceedings, to recover charges due under this tariff shall be prosecuted in the United States District Court for the Eastern District of Virginia. Customer consents to and submits to the exercise of jurisdiction over the subject matter, waives personal service under any and all process upon it, and consents that all such service of process be made by registered mail directed to customer at its address registered with Company. Service so made shall be deemed to be completed five business days after such process shall have been deposited in the mail, postage prepaid. Customer waives trial by jury, any objection based on forum non conveniens, any objection to venue or jurisdiction of any action instituted hereunder, and consents to the granting of such legal or equitable relief as deemed appropriate by the Court.

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**TELECOMMUNICATIONS SERVICES TARIFF**

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

**2.9 Employee Concessions**

Any Incline employee in good standing for ninety (90) days or longer may receive any of Incline's services 20% below the tariffed rate as a concession.

**2.10 Billing**

Company's name will appear on customer's bills and Company will perform its own billing services.

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**TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 3 - DESCRIPTION OF SERVICES****3.1 Usage Based Services**

The Company's charges are based on the actual usage of the Company's services, plus any special features and/or service options, if any. Charges begin when the designated communication termination(s) is/are accessed and enabled thereby ("connected") to receive the communications from the originating location on the network. Charges cease when the termination(s) is/are disconnected.

**3.1.1.** Long distance usage charges are based on the actual usage of the Company's network. Timing for all calls begin when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

**3.1.2** Chargeable time for all calls ends when the calling party disconnects from the call.

**3.1.3** Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one (1) minute.

**3.1.4** Unless otherwise specified in this tariff, usage is measured and rounded to the higher full minute for billing purposes.

**3.1.5** There are no billing charges applied for incomplete calls.

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**TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**

**3.2 Services Not Available**

Carrier does not offer 911, collect or third-party billed calling.

**3.3 Calculation of Distance**

No mileage sensitive products are offered by the Company.

**3.4 Minimum Call Completion Rate**

Carrier's minimum call completion rate is not less than 90% during peak use periods for all Feature Group D services.

**3.5 Directory Assistance**

The Company provides standard Directory Assistance.

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**TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 4 - RATES****4.1 Peak/Off-Peak Rate Periods**

The appropriate rates apply for peak and off-peak calls based on the following time periods:

Peak: 8:00 a.m. to 5:00 p.m., Monday through Friday

Off-Peak: 5:01 p.m. to 7:59 a.m., Monday through Friday; Saturday and Sunday

**4.2 Switched Rate Schedules****4.2.1 Incline 4**

Product is designed for small business customers whose long distance usage is more than \$100.00 per month but less than \$250.00 per month. This is a flat rated, usage sensitive service at a single uniform rate over all time periods. Product is billed in 6 second increments with a 30 second minimum.

Minimum Rate (30 seconds)

\$ 0.0830

Incremental Rate (6 seconds)

\$ 0.0166

**4.2.2 Incline 3**

Product is designed for mid-size business customers whose long distance usage is more than \$250.00 per month but less than \$500.00 per month. This is a flat rated, usage sensitive service with the same rate for all time periods. Product is billed in 6 second increments with a 30 second minimum.

Minimum Rate (30 seconds)

\$ 0.0785

Incremental Rate (6 seconds)

\$ 0.0157

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**TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 4 - RATES (Cont'd)****4.2.3 Incline 2**

Product is designed for large business customers whose long distance usage is more than \$500.00 per month. This is a flat rated usage sensitive service with the same rate for all time periods. Product is billed in 6 second increments with an 18 second minimum.

Minimum Rate (18 seconds)

\$ 0.0441

Incremental Rate (6 seconds)

\$ 0.0147

**4.2.4 Incline 800**

Product is a flat rated, usage sensitive service. This product allows incoming calls to be billed to the customer and terminate on the customer's existing telephone lines. Product is billed in 6 second increments with a 30 second minimum.

Minimum Rate (30 seconds)

\$ 0.100

Incremental Rate (6 seconds)

\$ 0.0200

**4.3 Switched Peak/Off-Peak Rate Schedules****4.3.1 Incline 6**

Product is designed for residential customers whose long distance usage is less than \$35.00 and who place the majority of their long distance calls during the non-day time period. This is a flat rated and usage sensitive service. Product is billed in whole minutes with a \$5.00 per month service charge.

Peak

\$ 0.250

Off-Peak

\$ 0.200

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**SECTION 4 - RATES (Cont'd)****4.3.2 Incline 5**

Product is designed for residential customers whose long distance usage is more than \$35.00 per month but less than \$100.00 per month. Product is designed for customers who place some day time long distance calls but still place the majority of their long distance calls during the non-day periods. This is a flat rated, usage sensitive service with rates for day and non-day time periods. Product is billed in 6 second increments with a 30 second minimum.

<u>Peak</u>	<u>Off-Peak</u>
\$ 0.200	\$ 0.180
<u>Minimum Peak Rate (30 seconds)</u>	<u>Minimum Off-Peak Rate (30 seconds)</u>
\$ 0.100	\$ 0.090
<u>Incremental Peak Rate (6 seconds)</u>	<u>Incremental Off-Peak Rate (6 seconds)</u>
\$ 0.020	\$ 0.0180

**4.4 Dedicated Rate Schedules****4.4.1 Incline 1**

Product is designed for large business customers whose long distance usage is more than \$1000.00 and who can support the cost of a T-1. This is flat rated, usage sensitive, Wats-like service with the same rate for all time periods. Product requires the customer to obtain a T-1 loop from a local exchange company or bypass carrier. This is an outbound service only; no incoming calls will terminate

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**TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 4 - RATES (Cont'd)**

over the T-1 used for this service. Incline will assist the customer obtain the T-1 loop. Product is billed in 6 second increments with an 18 second minimum.

<u>Peak</u>	<u>Off-Peak</u>
\$ 0.0925	\$ 0.0925
<u>Minimum Rate (18 seconds)</u>	<u>Incremental Rate (6 seconds)</u>
\$ 0.02775	\$ 0.00925

**4.4.2 Incline 800 Direct**

Product is a flat rated, usage sensitive service. This product allows incoming calls to be billed to the customer. Product requires the customer to obtain a T-1 loop from a local exchange company or bypass carrier. This is an inbound service only; no outbound calls can originate over the T-1 used for this service. Incline will assist the customer obtain the T-1 loop. Product is billed in 6 second increments with an 18 second minimum.

<u>Peak</u>	<u>Off-Peak</u>
\$ 0.1059	\$ 0.1059
<u>Minimum Rate (18 seconds)</u>	<u>Incremental Rate (6 seconds)</u>
\$ 0.03177	\$ 0.01059

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**TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 4 - RATES (Cont'd)****4.5 Calling Card Service****4.5.1 Incline Travel**

Product allows Incline's customers to access the Incline network while they are away from their home or office. The product is flat rated, usage sensitive service. Customers access this product by dialing an 800 number, entering an authorization code, and dialing area code and number.

<u>Peak</u>	<u>Off-Peak</u>
\$ 0.300	\$ 0.300

**4.6 Directory Assistance Charge**

\$0.65 per call

**4.7 Miscellaneous Charges**

Returned Check Charge. Carrier charges a fee of \$20.00 or 5% of the amount of any check returned for insufficient funds, whichever is greater.

**4.8 Promotions**

The corporation will, from time to time, offer special promotions to its customers waiving certain charges. These promotions will be approved by the FPSC with specific starting and ending dates and under no circumstances run for longer than 90 days in any 12 month period.

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**TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 4 - RATES (Cont'd)****4.9 Discounts for Hearing Impaired Customers**

**4.9.1** A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDD's for communicating with hearing or speech impaired persons will receive, upon request, credit to be given on a subsequent bill for such calls placed between TDD's. The credit will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening.

**4.9.2** Pursuant to Florida Public Service Commission Rules and Regulations, the Company will not charge for the first fifty (50) directory assistance calls made each month by a handicapped person. Handicapped persons will be charged Incline's tariffed rate for directory assistance for every call in excess of fifty (50) directory assistance calls in a billing cycle. Handicapped persons must contact Incline Communications, Inc. for credit on their directory assistance calls.

**4.10 Late Payment Charge**

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

**4.11 Operation of Telecommunications Relay Service**

Intrastate toll calls received from the relay service, each local exchange and interexchange telecommunications company billing relay call will be discounted by 50% of the applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60% off the applicable rate for voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

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**Incline Communications, Inc.**  
**333 Falkenburg Road, Suite B-209**  
**Tampa, FL 33619**

**HELEIN & ASSOCIATES, P. C.**

ATTORNEYS AT LAW

8180 GREENSBORO DRIVE  
SUITE 700  
MCLEAN, VA 22102

(703) 714-1300 (TELEPHONE)  
(703) 714-1330 (FACSIMILE)

WRITER'S DIRECT DIAL NUMBER:

(703) 714-1301

February 28, 1996

960260-TI  
DEPOSIT TREAS. REF. DATE  
0271 MAR 01 '96

**Via Airborne Express**  
Florida Public Service Commission  
Division of Administration  
Room G-50  
101 East Gaines Street  
Tallahassee, Florida 32399-0850

Re: **Incline Communications, Inc.**  
Application for Authority to Provide  
Intrastate Telecommunications Services

DOCUMENT NUMBER-DATE  
02566 MAR-1 '96  
FPSC-RECORDS/REPORTING

Dear Sir/Madame:

On behalf of Incline Communications, Inc., we transmit herewith an original and twelve (12) copies of an application for authority to provide intrastate telecommunications services in the state of Florida. Also submitted herewith is a check in the amount of \$250.00 to cover the required filing fee for this application.

Also enclosed is an additional copy of the application and this letter. Please date stamp the extra copy and return that copy in the postage prepaid envelope provided.

Please direct all questions and all correspondence with respect to this application to Brian Cote of this office or the undersigned.

INCLINE COMMUNICATIONS INC		06/95	111
813-885-2330			
333 FAULKENBERG RD. STE B-209			
TAMPA, FL 33619			
		2-22 1996	63-489/631
TO THE ORDER OF		DOLLARS \$ 250. <sup>00</sup> / <sub>100</sub>	
Two hundred fifty			
FLORIDA PUBLIC SERVICE COMMISSION			
Application Filing Fee		Bill W. J.	