



March 29, 2001  
**Via Overnight**

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

Ms. Blanca Bayo, Director  
Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0870

010374-J7

RE: Initial Application and Tariff for Authority to Provide Interexchange  
Telecommunications Services within the State of Florida.  
**Telephone Associates, Inc.**

Dear Ms. Bayo:

Enclosed for filing are the original and six (6) copies of the above-referenced application  
of **Telephone Associates, Inc.** Also enclosed is a \$250 check to cover the filing fee.

Please acknowledge receipt of this filing by returning, filed stamped, the extra copy of  
this letter in the self-addressed stamped envelope. I may be reached at (407) 740-8575  
with any questions, comments or correspondence regarding this application. Thank you  
for your assistance.

Sincerely,

Monique Byrnes, Consultant to  
Telephone Associates, Inc.

cc: Bill Filiowich - Telephone Associates  
file: TelAssoc - FL  
tms: fli0100

DOCUMENT NUMBER-DATE  
03967 MAR 30 2001  
FPSC RECORDS/REPORTING

**FLORIDA PUBLIC SERVICE COMMISSION**

**DIVISION OF REGULATORY OVERSIGHT  
CERTIFICATION SECTION**

Application Form for Authority to Provide  
Interexchange Telecommunications Service  
Between Points Within the State of Florida

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**Instructions**

- ◆ This form is used as an original application for an original certificate and for approval of assignment or transfer of an existing certificate. In case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Page 16).
- ◆ Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of **\$250.00** to:

**Florida Public Service Commission  
Division of Records and Reporting  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850  
(850) 413-6770**

- ◆ If you have questions about completing the form, contact:

**Florida Public Service Commission  
Division of Regulatory Oversight  
Certification Section  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850  
(850) 413-6480**

1. **This is an application for  $\sqrt$  (check one):**

- Original certificate** (new company)
- Approval of transfer of existing certificate:** Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority of that company.
- Approval of assignment of existing certificate:** Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.
- Approval of transfer of control:** Example, a company purchases 51% of a certificated company. The Commission must approve a new controlling entity.

2. **Name of Company:**

Telephone Associates, Inc.

3. **Name under which applicant will do business (fictitious name, etc.):**

Not Applicable.

4. **Official mailing address (including street name & number, post office box, city, state, zip code):**

Telephone Associates, Inc.  
329 Grand Avenue  
Superior, Wisconsin 54880  
Telephone: (715) 395-6153  
Facsimile: (715) 394-8648

5. **Florida address (including street name & number, post office box, city, state, zip code):**

Not Applicable.

6. **Select type of business your company will be conducting.  $\sqrt$  (check all that apply):**

- Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.

**6. Select type of business your company will be conducting. √ (check all that apply): (Cont'd.)**

- Switchless Rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.
- Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

**7. Structure of organization:**

- |  |   |
|--|---|
| <input type="checkbox"/> Individual          | <input checked="" type="checkbox"/> Corporation |
| <input type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership    |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership    |
| <input type="checkbox"/> Other               |   |

**8. If individual, provide:**

**Name:**

**Title:**

**Address:**

**City, ST, Zip:**

**Telephone #:**

**Fax #:**

**Internet E-Mail Address:**

**Internet Website Address:**

**9. If incorporated in Florida, provide proof of authority to operate in Florida:**

Florida Secretary of State Corporate Registration #: \_\_\_\_\_

**10. If foreign corporation, provide proof of authority to operate in Florida:**

Florida Secretary of State Corporate Registration #: F01000001508

**11. If using fictitious name-d/b/a, provide proof of compliance with fictitious name statute (Chapter 865.09,FS to operate in Florida:**

Florida Secretary of State fictitious name registration #: Not Applicable.

**12. If a limited liability partnership, provide proof of registration to operate in Florida:**

Florida Secretary of State registration #: Not Applicable.

13. **If a partnership**, provide name, title and address of all partners and a copy of the partnership agreement: Not Applicable.

Name:  
Title:  
Address:  
City, ST, Zip:

Telephone #: Fax #:  
Internet E-Mail Address:  
Internet Website Address:

14. **If a foreign limited partnership**, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169,FS), if applicable.

Florida registration #: Not Applicable.

15. **Provide F.E.I. Number (if applicable):** 39-1141987

16. **Provide the following (if applicable):**

(a) **Will the name of your company appear on the bill for your services?**  
( X ) Yes ( ) No

(b) **If not, who will bill for your services?**

Name:  
Title:  
Address:  
City, ST, Zip:

Telephone #: Fax #:

(c) **How is this information provided?**

Not Applicable.

17. **Who will receive the bills for your service?**

( X ) Residential customers	( X ) Business customers
( ) PATS providers	( ) PATS station end-users
( ) Hotels & motels	( ) Hotel & motel guests
( ) Universities	( ) Universities dormitory residents
( ) Other: (specify) Anyone who uses the Company's service.	

**18. Who will serve as liaison th the Commission with regard to the following:**

**(a) the application:**

Monique Byrnes, Consultant to\  
Telephone Associates, Inc.  
Technologies Management, Inc.  
P.O. Drawer 200  
Winter Park, Florida 32790-0200  
Telephone: (407) 740-8575  
Facsimile: (407) 740-0613  
Internet E-Mail Address: mbyrnes@tminc.com

**(b) Official point of contact for the ongoing operations of the company:**

Mr. William F. Filiowich, Vice President  
Telephone Associates, Inc.  
329 Grand Avenue  
Superior, Wisconsin 54880  
Telephone: (715) 395-6153  
Facsimile: (715) 394-8648

**(c) Complaints/Inquiries from customers:**

Ms. Dawn Anderson, Customer Service Manager  
Telephone Associates, Inc.  
329 Grand Avenue  
Superior, Wisconsin 54880  
Telephone: (715) 395-6183  
Facsimile: (715) 394-8648

**19. List the states in which the applicant:**

**(a) has operated as an interexchange telecommunications company:**

None.

**(b) has applications pending to be certificated as an interexchange telecommunications company:**

None.

**(c) is certificated to operate as an interexchange telecommunications company:**

Telephone Associates is authorized to provide resale interexchange telecommunications service within the following states: Illinois, Kansas, Minnesota, North Carolina, Ohio, South Dakota, and Wisconsin.

**(d) has been denied authority to operate as an interexchange telecommunications company and the circumstances involved:**

None.

**19. List the states in which the applicant: (Cont'd.)**

- (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.

**20. Indicate if any of the officers, directors, 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 officer, director or stockholder of the Company has been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime. No officer, director or stockholder of the Company is involved in proceedings which may result in such action.

- (b) **an 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 officer, director, partner or stockholder of the Company is an officer director or stockholder in any other Florida certificated telephone company.

**21. The applicant will provide the following interexchange carrier services  $\checkmark$  (check all that apply):**

- A.  **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

- B.  **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

- C.  **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

21. The applicant will provide the following interexchange carrier services  (check all that apply): (Cont'd.)

- D.  MTS for pay telephone service providers.
- E.  Block of time calling plan (Reach Out Florida, Ring America, etc.)
- F.  800 Service (Toll free)
- G.  WATS type service (Bulk or volume discount)
  - Method of access is via dedicated facilities
  - Method of access is via switched facilities
- H.  Private line services (Channel Services) (For ex. 1.544 mbps, DS-3, etc.)
- I.  Travel service
  - Method of access is 950
  - Method of access is 800
- J.  900 service
- K.  Operator Services
  - Available to presubscribed customers
  - Available to non presubscribed customers (for example, 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

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

Please see Attachment I.

23. Submit the following:

- A. **Managerial capability:** give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.
- B. **Technical capability:** give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.



**23. Submit the following: (Cont'd.)**

**C. Financial capability.**

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer **affirming that the financial statements are true and correct** and should include:

1. the balance sheet;
2. income statement; and
3. statement of retained earnings.

**Note:** *This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.*

Further, the following (which includes supporting documentation) should be provided:

1. **A written explanation** that the applicant has sufficient financial capability to provide the requested service
2. **A written explanation** that the applicant has sufficient financial capability to maintain the requested service.
3. **A written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations

THIS PAGE MUST BE COMPLETED AND SIGNED

**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 two and one-half percent on all intra and interstate business.

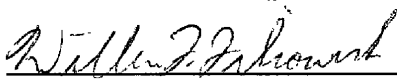
**3. SALES TAX:**

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.

**UTILITY OFFICIAL:**



William F. Filiowich, Vice President  
Telephone Associates, Inc.  
329 Grand Avenue  
Superior, Wisconsin 54880  
Telephone: (715) 395-6153  
Facsimile: (715) 394-8648

3-21-01  
Date


THIS PAGE MUST BE COMPLETED AND SIGNED

**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 provided in one of the following ways (applicant, please  check one):

- (  ) The applicant will not collect deposits nor will it collect payments for service more than one month in advance.
  
- (  ) The applicant intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payment in excess of one month. (The bond must accompany the application).

**UTILITY OFFICIAL:**

  
\_\_\_\_\_  
William F. Filiowich, Vice President  
Telephone Associates, Inc.  
329 Grand Avenue  
Superior, Wisconsin 54880  
Telephone: (715) 395-6153  
Facsimile: (715) 394-8648

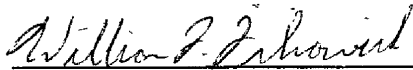
3-21-01  
\_\_\_\_\_  
Date

**AFFIDAVIT**

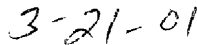
By my signature below, I the undersigned owner or officer attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange company service in the state of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

**Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083".**

**UTILITY OFFICIAL:**



\_\_\_\_\_  
William F. Fillionich, Vice President  
Telephone Associates, Inc.  
329 Grand Avenue  
Superior, Wisconsin 54880  
Telephone: (715) 395-6153  
Facsimile: (715) 394-8648

  
\_\_\_\_\_  
Date

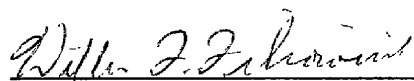
## CURRENT FLORIDA INTRASTATE SERVICES

Applicant **has** ( ) or **has not** (  ) 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?

### UTILITY OFFICIAL:



William F. Filiowich, Vice President  
Telephone Associates, Inc.  
329 Grand Avenue  
Superior, Wisconsin 54880  
Telephone: (715) 395-6153  
Facsimile: (715) 394-8648

3-21-01  
Date

**CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT**

**NOT APPLICABLE.**

I, \_\_\_\_\_ of \_\_\_\_\_, and current holder of Florida Public Service Commission Certificate Number # \_\_\_\_\_, have reviewed this application and join in the petitioner's request for a:

- Transfer
- Assignment

of the above mentioned certificate.

**UTILITY OFFICIAL:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fax No.

**TELEPHONE ASSOCIATES, INC.**

Attachment I

Proposed Tariff

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

**TELEPHONE ASSOCIATES, INC.**

This tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by **Telephone Associates, Inc.** (“**Telephone Associates**”) with its principal office located at 329 Grand Avenue, Superior, Wisconsin 54880. This Tariff is on file with the Florida Public Service Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

---

ISSUED: March 30, 2001

EFFECTIVE:

ISSUED BY: William F. Filiowich, Vice President  
Telephone Associates, Inc.  
329 Grand Avenue  
Superior, Wisconsin 54880

*fli0100*



**CHECK SHEET**

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

<b>PAGE</b>	<b>REVISION LEVEL</b>	<b>PAGE</b>	<b>REVISION LEVEL</b>
1	Original *	31	Original *
2	Original *	32	Original *
3	Original *	33	Original *
4	Original *	34	Original *
5	Original *		
6	Original *		
7	Original *		
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23	Original *		
24	Original *		
25	Original *		
26	Original *		
27	Original *		
28	Original *		
29	Original *		
30	Original *		

\* included in this filing.

ISSUED: March 30, 2001

EFFECTIVE:

ISSUED BY: William F. Filiowich, Vice President  
Telephone Associates, Inc.  
329 Grand Avenue  
Superior, Wisconsin 54880

*fli0100*

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ISSUED: March 30, 2001

EFFECTIVE:

ISSUED BY: William F. Filiowich, Vice President  
Telephone Associates, Inc.  
329 Grand Avenue  
Superior, Wisconsin 54880

*fii0100*

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ISSUED: March 30, 2001

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 Telephone Associates, Inc.  
 329 Grand Avenue  
 Superior, Wisconsin 54880

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ISSUED: March 30, 2001

EFFECTIVE:

ISSUED BY: William F. Filiowich, Vice President  
Telephone Associates, Inc.  
329 Grand Avenue  
Superior, Wisconsin 54880

*fli0100*

### SYMBOLS

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

- D Deleted or Discontinued Material
- I Change Resulting In An Increase To A Customer's Bill
- M Moved From or To Another Tariff Location
- N New Material
- R Change Resulting In A Reduction To A Customer's Bill
- T Change In Text or Regulation But No Change In Rate or Charge

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ISSUED: March 30, 2001

EFFECTIVE:

ISSUED BY: William F. Filiowich, Vice President  
Telephone Associates, Inc.  
329 Grand Avenue  
Superior, Wisconsin 54880

*fli0100*

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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 Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission 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).(1).

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

---

**ISSUED:** March 30, 2001**EFFECTIVE:**

**ISSUED BY:** William F. Filiowich, Vice President  
Telephone Associates, Inc.  
329 Grand Avenue  
Superior, Wisconsin 54880

fi:0100

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**SECTION 1 -TERMS AND ABBREVIATIONS****1.1 Definitions**

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

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

**Authorized User** - A person, firm, partnership, corporation or other entity who is authorized by the Customer to be connected to and utilize the Carrier's services under the terms and regulations of this tariff.

**Commission** - Refers to the Florida Public Service Commission.

**Company or Carrier** - Used throughout this tariff to refer to Telephone Associates, Inc.

**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 tariff.

**Dedicated Access** - A method of reaching the Company's services whereby the Customer is connected directly to the Company's Point of Presence without utilizing services of the local switched network.

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ISSUED: March 30, 2001

EFFECTIVE:

ISSUED BY: William F. Filiowich, Vice President  
Telephone Associates, Inc.  
329 Grand Avenue  
Superior, Wisconsin 54880

*fii0100*

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**SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)****1.1 Definitions, (Cont'd.)**

**End User** - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

**Equal Access** - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, Customers can presubscribe their telephone line(s) to their preferred interexchange carrier.

**LATA** - Local Area of Transport and Access.

**LEC** - Local Exchange Company.

**Personal Identification Number (PIN)** - See Authorization Code.

**Switched Access Origination/Termination** - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

**Telephone Associates** - Refers to Telephone Associates, Inc., issuer of this tariff.

**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 may be used for the purpose of rating calls.

---

ISSUED: March 30, 2001

EFFECTIVE:

ISSUED BY: William F. Filiowich, Vice President  
Telephone Associates, Inc.  
329 Grand Avenue  
Superior, Wisconsin 54880

*ffi0100*



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

**2.1 Abbreviations**

**LATA** - Local Access Transport Area

**LDA** - Local Distribution Area

**LEC** - Local Exchange Carrier

**MTS** - Message Toll Service

**NSF** - Non-Sufficient Funds

**OSP** - Operator Service Provider

**PBX** - Private Branch Exchange

**SAL** - Special Access Line

**V&H** - Vertical and Horizontal

**WATS** - Wide Area Telephone Service

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ISSUED: March 30, 2001

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of Telephone Associates, Inc.**

Telephone Associates' services and facilities are furnished for communications originating and terminating within the State of Florida under terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

Telephone Associates arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers and Subscribers in accordance with the terms and conditions set forth under this tariff. Telephone Associates may act as the Customer's or Subscriber's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer or Subscriber, to allow connection of a Customer's or Subscriber's location to the Telephone Associates network. The Customer or Subscriber shall be responsible for all charges due for such service arrangements.

Customers reselling or rebilling telecommunications services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

**2.2 Use**

**2.2.1** Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

**2.2.2** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

**2.2.3** The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

**2.2.4** A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.3 Limitations of Service**

- 2.3.1** The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.2** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.3.3** 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.
- 2.3.4** Service may be limited or discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges when the Company deems it necessary to take such action to prevent unlawful use of its service. Service will be restored as soon as it can be provided without undue risk.
- 2.3.5** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

**2.4 Assignment and Transfer**

All facilities provided under this tariff are directly or indirectly controlled by Telephone Associates and neither the Customer nor Subscriber may transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.

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ISSUED: March 30, 2001

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.5 Liability of the Company**

- 2.5.1** Telephone Associates' 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 \$100.00 or an amount equivalent to the proportionate charge to the Customer, whichever is greater, for the period during which the faults in transmission occur.
- 2.5.2** The Company shall not be liable for any 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.
- 2.5.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by the 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, trade name 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.
- 2.5.4** The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.
- 2.5.5** The Company is not liable for any act or omission of any other entity furnishing a portion of the service or any acts or omission of the Customer.
- 2.5.6** Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.
- 2.5.7** The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Personal Identification Numbers issued for use with the Company's services.

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ISSUED: March 30, 2001

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Billing and Payment for Service****2.6.1 Responsibility for Charges**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- (a) any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company;
- (b) any and all use of the services provided by the Company, including calls which the Customer did not individually authorize;
- (c) any calls placed by or through the Customer's equipment via any remote access feature(s);

Charges for installations, service connections, moves, rearrangements, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

**2.6.2 Payment for Service**

All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. The billing agent may be the Company, a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction.

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

**2.6 Billing and Payment for Service, (Cont'd.)**

**2.6.3 Disputed Charges**

Any objections to billed charges must be reported to the Company or its billing agent within twenty (20) days of the closing date printed on the invoice or statement issued to the Customer. Adjustments to Customers' account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. If the Customer is not satisfied with the outcome of the billing dispute, the Customer may contact the Commission at the following address:

Florida Public Service Commission  
Division of Consumer Affairs  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Billing and Payment for Service, (Cont'd.)****2.6.4 Taxes and Fees**

- A. Telephone Associates reserves the right to bill any and all applicable taxes in addition to normal long distance usage charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes will be itemized separately on Customer bills. For pre-paid services, taxes and fees shall be included in the rates and charges stated in the Company's rate schedule for this service.
- B. 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 Telephone Associates' service.

**2.6.5 Late Payment Fees**

A late payment fee of 1.5% per month will be charged on any past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Florida law.

**2.6.6 Return Check Charge**

The Company reserves the right to assess a return check charge of up to \$25.00 for checks returned for insufficient funds if the face value does not exceed \$50.00, \$30.00 if the face value does exceed \$50.00 but does not exceed \$300.00, \$40.00 if the face value exceeds \$300.00 or 5% of the value of the check, whichever is greater.

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

**2.7 Deposits**

The Company does not require deposits. The prepayment of services which are immediately available to the Customer does not constitute a deposit.

**2.8 Advance Payments**

The Company does not require advance payments for service. The prepayment of services which are immediately available to the Customer does not constitute an advance payment.

**2.9 Cancellation by Customer**

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.10 Refunds or Credits for Service Outages or Interruptions**

- 2.10.1** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. Credits for service outages or interruptions are subject to the regulations listed below.
- 2.10.2** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- 2.10.3** Credit allowances for interruption periods which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.
- 2.10.4** The Customer shall be responsible for the payment of service charges based upon time and materials for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.10 Refunds or Credits for Service Outages or Interruptions, (Cont'd)**

**2.10.5** For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than four (4) hours. The Customer shall be credited for an interruption of four (4) or more hours at the rate of 1/720th of the monthly charge for the services affected for each hour that the interruption continues. The formula used for computation of credits is as follows:

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

A = outage time in hours (must be 4 or more).

B = total monthly recurring charge for affected service.

**2.10.6** For usage sensitive long distance services, credits will be limited to, a maximum, the price of the Initial Period of the individual call that was interrupted plus any per call charges or surcharges required to reconnect the caller.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.11 Cancellation or Termination of Service**

- 2.11.1** Customers of presubscribed long distance services may cancel service at any time by providing Telephone Associates with written or verbal notification. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the cancellation notice is received, whichever is later.
- 2.11.2** The Company may terminate service to a Customer or Subscriber for nonpayment of undisputed charges or other violation of this tariff or provision of law upon five (5) days written notice to the Customer or Subscriber without incurring any liability for damages due to loss of telephone service to the Customer or Subscriber.
- 2.11.3** Telephone Associates may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given five (5) days notice to comply with any rule or remedy any deficiency:
- A. For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
  - B. For use of telephone service for any purpose other than that described in the application.
  - C. For neglect or refusal to provide reasonable access to Telephone Associates or its agents for the purpose of inspection and maintenance of equipment owned by Telephone Associates or its agents.
  - D. For noncompliance with or violation of Commission regulation or Telephone Associates' rules and regulations on file with the Commission.
  - E. Without notice in the event of Customer, Subscriber or Authorized User use of equipment in such a manner as to adversely affect Telephone Associates' equipment or service to others.

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

**2.11 Cancellation or Termination of Service, (Cont'd.)**

**2.11.3 (Cont'd.)**

- F. Without notice in the event of tampering with the equipment or services owned by Telephone Associates or its agents.
- G. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Telephone Associates may, before restoring service, require the Customer or Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- H. Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Carrier from furnishing such services.

**2.12 Interconnection**

Service furnished by Telephone Associates may be connected with the services or facilities of other carriers. Such service or facilities 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 Telephone Associates' service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.13 Terminal Equipment**

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. 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 Telephone Associates' service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

**2.14 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four (24) hours in length and credit for the interruption is requested by the Customer.

**2.15 900, 976 and 700 Numbers**

The Company does not provide 900, 976 or 700 number services. Customer calls placed to these numbers are routed to the local or long distance carrier providing the service. Customers may contact their local exchange carrier or the carrier providing the service to request blocking of access to these numbers.

**2.16 Applicable Law**

This tariff shall be subject to and construed in accordance with Florida law.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.16 Toll Free Services**

- 2.16.1** The Company will make every effort to reserve toll free (i.e., "800/888") vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.16.2** The Company will participate in porting toll free numbers only if the account balance is zero and all charges incurred as a result of the toll free number have been paid.
- 2.16.3** Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Resp. Org. or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.
- 2.16.4** If a Customer who has received a toll free number does not subscribe to toll free service within ninety (90) days, the Company reserves the right to make the assigned number available for use by another Customer.

**2.17 Other Rules**

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

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**SECTION 3 - DESCRIPTION OF SERVICE****3.1 General**

The Company provides outbound, inbound and travel card services for its Customers for communications originating and terminating within the State of Florida under terms of this tariff. The Company's services are available twenty-four (24) hours per day, seven (7) days a week. Intrastate service is offered in conjunction with interstate service.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration. Customers are billed based on their use of Telephone Associates' services and network. No installation charges apply.

**3.1.1 Term Discounts**

The Company offers term commitment plans to its Customers. Customers obtain a percentage discount based on the services purchased and the agreed to term plan.

	<u>Month-to-Month</u>	<u>6 mo.</u>	<u>12 mo.</u>	<u>18 mo.</u>	<u>24 mo.</u>	<u>30 mo.</u>	<u>36 mo.</u>
Switched Services	0%	10%	20%	25%	30%	35%	40%
Calling Card	n/a	n/a	n/a	n/a	n/a	n/a	n/a

**3.1.2 Tests, Pilots, Promotional Campaigns and Contests**

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time the Company may waive all processing fees for a Customer.

These promotions will be approved by the FPSC and made part of the tariff with specific starting and ending dates with promotions running under no circumstances longer than 90 days in any twelve month period.

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ISSUED: March 30, 2001

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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.2 Minimum Call Completion Rate**

The Customer can expect a call completion rate of 99% per 100 calls attempted during peak use periods for all Feature Group D (1+) services. Carrier will engineer its switching systems on the basis that ninety-nine percent (99%) of the customers accessing their system will be served during the busy hour.

**3.3 Time-of-Day and Mileage Discounts**

The Company does not offer time-of-day or mileage discounts.

The Company does not discount services on Holidays.

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ISSUED: March 30, 2001

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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.4 Timing of Calls**

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

- 3.4.1 Long distance usage charges are based on the actual usage of Telephone Associates' network.
- 3.4.2 Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection.
- 3.4.3 Chargeable time ends when the called or calling party hangs up, whichever occurs first.
- 3.4.4 The minimum call duration and call increments for billing purposes are specified on a per-product basis.
- 3.4.5 The Company shall not bill for unanswered calls.

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ISSUED: March 30, 2001

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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)****3.5 Miscellaneous Rates and Charges****3.5.1 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.

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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)****3.6 Switched Services****3.6.1 Direct Dial Long Distance Service**

Direct Dial Long Distance Service is a presubscribed outbound telecommunications service transmitted over switched facilities. Calls are billed in sixty (60) second increments. Rates are not time of day sensitive nor mileage sensitive. This service is offered on a month to month basis and is also available on a term plan with discounts as applicable in Section 3.1.

**3.6.2 Residential Flat Rate Service**

Residential Flat Rate Service is a presubscribed outbound telecommunications service transmitted over switched facilities. Calls are billed in sixty (60) second increments with a minimum charge. Rates are not time of day sensitive nor mileage sensitive. A Monthly Account Fee applies in addition to usage charge.

**3.6.3 Toll Free Service**

Switched Toll Free Service is available to Customer for incoming calls. Calls originate from any intrastate location over a toll free number and terminate to a Customer-provided switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Rates are neither time-of-day sensitive nor mileage sensitive. Calls are billed in sixty (60) second increments. Rates are not mileage or time-of-day sensitive.

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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.7 Calling Card Service**

Calling Card Service is available to residential and business Customers for placing calls while away from home or office. Calls are originated by dialing a toll-free access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in sixty (60) second increments after an initial period for billing purposes of sixty (60) seconds. There is no per call surcharge.

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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)****3.8 Directory Assistance**

Directory Assistance is available to Customers of Telephone Associates. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two (2) requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

**3.8.1 Discounts for Hearing Impaired Customers**

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 TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

- A. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period.
- B. The credit to be given on a subsequent bill for such calls placed with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either party is both hearing and visually impaired, the call shall be discounted at 60% of the applicable rate.

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ISSUED: March 30, 2001

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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)****3.8 Directory Assistance, (Cont'd.)****3.8.2 Emergency Call Exemptions**

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. The Company will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

**3.8.3 Operator Assistance for Handicapped Persons**

Operator station surcharges will be waived for operator assistance to a caller who identifies him or herself as being handicapped and unable to dial the call because of the handicap.

**3.8.4 Directory Assistance for Handicapped Persons**

Pursuant to FPSC rules and regulations, the Company will not charge for the first 50 phone calls made to directory assistance by handicapped Customers.

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**ISSUED:** March 30, 2001**EFFECTIVE:**

**ISSUED BY:** William F. Filiowich, Vice President  
Telephone Associates, Inc.  
329 Grand Avenue  
Superior, Wisconsin 54880

*fli0100*

**SECTION 4 - RATES**

**4.1 Miscellaneous Rates and Charges**

**4.1.1 Public Telephone Surcharge**

Rate Per Call: \$0.30

**4.2 Switched Services**

**4.2.1 Direct Dial Long Distance**

Calls are billed in sixty (60) second increments.

Rate Per Minute: \$0.08

**4.2.2 Residential Flat Rate Service**

Calls are billed in sixty (60) second increments with a minimum charge.

Rate Per Minute: \$0.15

**4.2.3 Toll Free Service**

Calls are billed in sixty (60) second increments.

Rate Per Minute: \$0.15

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ISSUED: March 30, 2001

EFFECTIVE:

ISSUED BY: William F. Filiowich, Vice President  
Telephone Associates, Inc.  
329 Grand Avenue  
Superior, Wisconsin 54880

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**SECTION 4 - RATES, (CONT'D.)**

**4.3 Calling Card Service**

Calls are billed in sixty (60) second increments after an initial period for billing purposes of sixty (60) seconds. There is no per call surcharge.

Rate Per Minute:        \$0.25

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ISSUED: March 30, 2001

EFFECTIVE:

ISSUED BY:            William F. Filiowich, Vice President  
                         Telephone Associates, Inc.  
                         329 Grand Avenue  
                         Superior, Wisconsin 54880

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**SECTION 4 - RATES, (CONT'D.)**

**4.5 Directory Assistance**

Per Call Rate: \$0.95

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ISSUED: March 30, 2001

EFFECTIVE:

ISSUED BY: William F. Filiowich, Vice President  
Telephone Associates, Inc.  
329 Grand Avenue  
Superior, Wisconsin 54880

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**TELEPHONE ASSOCIATES, INC.**

Attachment II

Financial Statements

1. Please provide documentation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.
3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

**NOTE:** This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions. Telephone Associates, Inc. has financial capability to begin and maintain operations in the state of Florida. Additional investments by the company's principals will be provided as required.

The company has sufficient financial capacity to provide interexchange service throughout the state of Florida.

The company has sufficient financial capability to main interexchange service throughout the state of Florida.

The company does not have any plans to lease or own any equipment in connection with the services it intends to offer in the state of Florida. The company has sufficient financial capability to meet its contractual obligations to its underlying carrier.

The company submits its year end 2000 financial statements.

TELEPHONE ASSOCIATES, INC.  
BALANCE SHEETS AS OF  
OCTOBER 31

2000

1999

ASSETS

CURRENT ASSETS:

Cash	\$ 36,999	\$ 47,600
Accounts receivable, less allowance for doubtful accounts	558,716	437,968
Inventories	515,832	393,276
Work-in-process	31,542	0
Prepaid expenses	82,837	12,629
 Total current assets	 <u>1,225,926</u>	 <u>891,473</u>

PROPERTY AND EQUIPMENT, at cost:

Leasehold improvements	41,118	41,118
Vehicles and equipment	617,897	481,448
Office furniture and equipment	44,594	36,922
Telephone equipment leased to others	6,240	6,239
	<u>709,849</u>	<u>565,727</u>
Less - Accumulated depreciation	478,187	432,412
	<u>231,662</u>	<u>133,315</u>

OTHER ASSETS:

Patent rights, net of amortization	3,556	3,555
Contracts receivable, less current portion, included above	0	0
 Total other assets	 <u>3,556</u>	 <u>3,555</u>

Total Assets	\$1,461,144 =====	\$1,028,343 =====
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See Accountant's Compilation Report.

TELEPHONE ASSOCIATES, INC.  
BALANCE SHEETS AS OF  
OCTOBER 31

2000

1999

LIABILITIES AND STOCKHOLDER'S EQUITY

CURRENT LIABILITIES:

Accounts payable	\$ 527,067	\$ 208,078
Customer deposits	32,109	8,592
Accrued taxes, other than income taxes	34,649	\$1,386
Accrued salaries	263	0
Note payable- Bank	115,000	0
	<hr/>	<hr/>
Total current liabilities	709,088	298,056
	<hr/>	<hr/>

STOCKHOLDER'S EQUITY:

Capital stock, par value \$10 per share-		
Authorized, 4,000 shares		
Issued and outstanding-		
280 shares	2,800	2,800
Retained earnings	749,256	727,487
	<hr/>	<hr/>
	752,056	730,287
	<hr/>	<hr/>
Total stockholder's equity	752,056	730,287
	<hr/>	<hr/>

Total Liabilities and Stockholder's Equity	\$1,461,144 =====	\$1,028,343 =====
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See Accountant's Compilation Report.

**TELEPHONE ASSOCIATES, INC.**

Attachment III

Resumes of Key Personnel

# TELEPHONE ASSOCIATES, INC.

## Management Team

### **William C. Torrey, President**

William C. Torrey, President of Telephone Associates, Inc. began his career in the telephone business in 1955 with Northeastern Bell Telephone Company in Omaha, Nebraska and served in the outside technical department until 1958 when he was transferred to the Wisconsin Telephone Company. He was employed in the sales department until 1964 when he accepted a transfer to AT&T as a District Sales Manager. Mr. Torrey resigned from AT&T in 1968 to establish Telephone Associates, Inc., an interconnect company supplying business telephone systems for commercial and industrial accounts. In 1982 the company was granted authority in Wisconsin and Minnesota to operate as a CLEC. The company currently serves approximately 6,000 lines. Mr. Torrey has served as President and CEO of Telephone Associates since 1964 and currently maintains his office at 329 Grand Avenue , Superior, Wisconsin.

### **William F. Filiowich, Vice President**

Bill Filiowich, Vice President of Telephone Associates, Inc. has been Vice President since August 2000. His duties include the overall management of the Company. Prior to his position with Telephone Associates, his telecom experience began in 1990 when he accepted a position with AT&T. Mr. Filiowich was promoted into several positions with AT&T and moved into several additional positions with Lucent Technologies when that company was spun away from AT&T. These positions included Sales Manager, Service Manager and Area Manager. Mr. Filiowich's implementation teams designed, sold and installed PBX systems, Call Centers, Data Networks, LANs and WAN's for business and industry.