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October 3, 2002

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Florida Public Service Commission  
Division of Records and Reporting  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

to the Commission to forward  
deposit information to Records.

Initials of person who forwarded check

**Re:** Petition of RNK Telecom, Inc. for Authority  
to Provide Interexchange Telecommunications  
Service in Florida.

Dear Secretary:

021021-TI

Enclosed please find an original and two (2) copies of the application of RNK Telecom, Inc., a Massachusetts corporation (RNK, Inc.) with Authority to Do Business in the State of Florida (as RNK Telecom, Inc.), to Provide Interexchange Telecommunications Service in Florida together with the following Exhibits:

- \$250.00 Application Fee
- Exhibit 1 A and B A copy of RNK Telecom's certificate of authority to do business in Florida issued by the Secretary of State
- Exhibit 2 a 29 page proposed Interexchange Service tariff conforming to Commission Rule 25-24.485
- Exhibit 3 A and B containing resumes of Management Personnel and Technical Personnel
- Exhibit 4 A and B containing audited financial statements for the most recent 3 years including a balance sheet; income statement; and statement of retained income.
- Exhibit 4 C, D and E containing written explanations and documentation of RNK Telecom's ability to provide and maintain interexchange service and to meet lease and ownership obligations in the state of Florida.
- Appendix A, RNK Telecom's Motion for Protective Order.

RNK Telecom, Inc. contemporaneously files a Motion for Protective Order at Exhibit 5, as provided in Rule 25-22-006(5)(a) of the Commission's rules, requesting confidential treatment of the information contained in a sealed manila envelope labeled "Exhibit 4 Confidential". This Exhibit contains sensitive financial information which RNK Telecom considers proprietary and confidential. Disclosure of the confidential information contained in Exhibit 4 could adversely effect RNK Telecom's business affairs and give competitors an unfair advantage. RNK Telecom, Inc. respectfully requests that its financial statements be viewed by Commission staff only in the discharging of its duties, and not be released to the public, consistent with RNK Telecom's Motion, if granted.

DOCUMENT NUMBER DATE

10794 OCT-7 2002

FPSC-CONFIDENTIAL CLERK

Please stamp and return in the self addressed postage paid envelope included the sheets marked "copy" of this transmittal letter and the Motion for Confidential Treatment of Financial Information. If you need more information, please contact me at your earliest opportunity.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Michael Tenore", with a long horizontal flourish extending to the right.

Michael Tenore  
Legal and Regulatory Analyst  
RNK, Inc.  
333 Elm Street, Suite 310  
Dedham, MA 02026  
Phone: (781) 613-6119  
Fax: (781) 297-9836  
Email: mtenore@rnktel.com

**\*\* 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 application for an original certificate and for approval of assignment or transfer of an existing certificate. In the 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 nonrefundable application fee of **\$250.00** to:

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

Note: **No filing fee is required** for an assignment or transfer of an existing certificate to another company.

- 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**

FORM PSC/CMU 31 (12/96)  
Required by Commission Rule Nos. 25.24-470,  
25-24.471, and 25-24.473, 25-24.480(2).

1. This is an application for \_ (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 original certificate of authority.

**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 the new controlling entity.

2. Name of company:

**RNK, Inc., d/b/a RNK Telecom. Registered in Florida as RNK Telecom, Inc.**

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

**RNK Telecom, Inc.**

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

**RNK Telecom  
333 Elm Street, Suite 310  
Dedham, MA 02026**

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

**None**

6. Select type of business your company will be conducting \_\_ (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.

**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 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;

Individual

Foreign Corporation

General Partnership

Other

Corporation

Foreign Partnership

Limited Partnership

8. **If individual**, provide:

**Name:**

**Title:**

**Address:**

**City/State/Zip:**

**Telephone No.: Fax No.:**

**Internet E-Mail Address:**

**Internet Website Address:**

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

(a) **The Florida Secretary of State Corporate Registration number:**

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

(a) **The Florida Secretary of State Corporate Registration number: F00000003013**

**See Exhibit 1 Attached**

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

(a) **The Florida Secretary of State fictitious name registration number:**

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

(a) **The Florida Secretary of State registration number:**

13. **If a partnership**, provide name, title and address of all partners and a copy of the partnership agreement.

**Name:**

**Title:**

**Address:**

**City/State/Zip:**

**Telephone No.: Fax No.:**

**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.

(a) **The Florida registration number:**

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

**04-3149569**

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?

Yes       No

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

**Name:**

**Title:**

**Address:**

**City/State/Zip:**

**Telephone No.: Fax No.:**

(b) How is this information provided?

17. Who will receive the bills for your service?

- |  |   |
|--|---|
| <input type="checkbox"/> Residential Customers | <input checked="" type="checkbox"/> Business Customers    |
| <input type="checkbox"/> PATs providers        | <input type="checkbox"/> PATs station end-users           |
| <input type="checkbox"/> Hotels & motels       | <input type="checkbox"/> Hotel & motel guests             |
| <input type="checkbox"/> Universities          | <input type="checkbox"/> Universities dormitory residents |
| <input type="checkbox"/> Other: (specify) .    |   |

18. Who will serve as liaison to the Commission with regard to the following?

(a) The application:

Name: **Michael Tenore**  
Title: **Legal and Regulatory Analyst**  
Address: **333 Elm Street, Suite 310**  
City/State/Zip: **Dedham, MA 02026**  
Telephone No.: **(781) 613-6119** Fax No.: **781-297-9836**  
Internet E-Mail Address: **mtenore@rnktel.com**  
Internet Website Address: **www.rnktel.com**



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

Name: **Douglas Denny-Brown**  
Title: **General Counsel**  
Address: **333 Elm Street, Suite 310**  
City/State/Zip: **Dedham, MA 02026**  
Telephone No.: **781-613-6103** Fax No.: **781-297-9836**  
Internet E-Mail Address: **dougdb@rnktel.com**  
Internet Website Address: **www.rnktel.com**

(c) Complaints/Inquiries from customers:

Name: **Customer Service**  
Title:  
Address: **RNK Telecom, 333 Elm Street, Suite 310**  
City/State/Zip: **Dedham, MA 02026**  
Telephone No.: **1-877-323-2486** Fax No.: **781-297-2019**  
Internet E-Mail Address: **support@rnktel.com**  
Internet Website Address: **www.rnktel.com**

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

**Massachusetts, New Hampshire, Rhode Island and Connecticut.**

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

**Vermont and Maine.**

- (c) is certificated to operate as an interexchange telecommunications company.

**Massachusetts, New Hampshire, Rhode Island and Connecticut.**

- (d) has been denied authority to operate as an interexchange telecommunications company 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.**

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.

**None.**

(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.

**None.**

21. The applicant will provide the following interexchange carrier services \_\_ (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.  X  **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

**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 mbs., 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, to patrons of hotels, students in universities, patients in hospitals).
- Available to inmates

**I. 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).

**See Exhibit 2 Attached.**

23. Submit the following:

- a. **Managerial capability;** give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

**See Exhibit 3 Attached.**

- 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.

**See Exhibit 3 Attached.**

- c. **Financial capability.**

**RNK Telecom does not have audited figures for the most recent 3 years. Please find RNK Telecom's unaudited financial statements for the last 3 years attested to by RNK Telecom's Chief Executive Officer and Chief Financial Officer affirming that the financial statements are true and correct. These Figures are being submitted under a Motion for Protective Order and unedited figures are provided in a sealed manila envelope. See Exhibit 4A Attached.**

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.

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 in the geographic area proposed to be served.

**See Exhibit 4B Attached.**

2. **A written explanation** that the applicant has sufficient financial capability to maintain the requested service.

**See Exhibit 4A Attached.**

3. **A written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.

**See Exhibit 4A Attached.**

**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:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.


UTILITY OFFICIAL:

**Richard N. Koch**  
\_\_\_\_\_  
**Print Name**

**President**  
\_\_\_\_\_  
**Title**  
**(781) 297-9837**  
\_\_\_\_\_  
**Telephone No.**

**Address:**

**RNK Telecom**  
\_\_\_\_\_  
**333 Elm Street, Suite 310**  
\_\_\_\_\_  
**Dedham, Massachusetts 02026**  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
**Signature**

**October 3, 2002**  
\_\_\_\_\_  
**Date**  
**(781) 781-297-9836**  
\_\_\_\_\_  
**Fax No.**

**THIS PAGE MUST BE COMPLETED AND SIGNED**

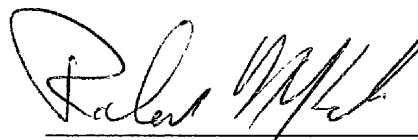
**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

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):

- (X) 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 payments in excess of one month.  
(The bond must accompany the application.)

UTILITY OFFICIAL:

**Richard N. Koch**  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Signature

**President**  
\_\_\_\_\_  
Title  
**(781) 297-9837**  
\_\_\_\_\_  
Telephone No.

**October 3, 2002**  
\_\_\_\_\_  
Date  
**(781) 781-297-9836**  
\_\_\_\_\_  
Fax No.

**Address:**

**RNK Telecom**  
\_\_\_\_\_  
**333 Elm Street, Suite 310**  
\_\_\_\_\_  
**Dedham, Massachusetts 02026**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**THIS PAGE MUST BE COMPLETED AND SIGNED**

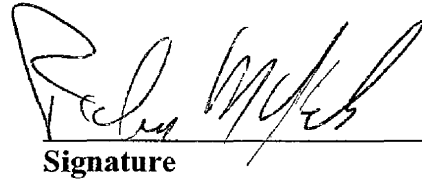
**AFFIDAVIT**

By my signature below, I, the undersigned 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 interexchange telecommunications 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:**

**Richard N. Koch**  
Print Name



Signature

**President**  
Title  
**(781) 297-9837**  
Telephone No.

**October 3, 2002**  
Date  
**(781) 781-297-9836**  
Fax No.

**Address:**

**RNK Telecom**  
**333 Elm Street, Suite 310**  
**Dedham, Massachusetts 02026**

**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?

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**UTILITY OFFICIAL:**

**Richard N. Koch**  
Print Name

**President**  
Title  
**(781) 297-9837**  
Telephone No.

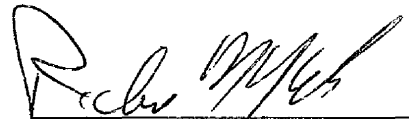
**Address:**

**RNK Telecom**  
**333 Elm Street, Suite 310**  
**Dedham, Massachusetts 02026**

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Signature

**October 3, 2002**  
Date  
**(781) 781-297-9836**  
Fax No.

**\*\* 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

---

**EXHIBIT 1 A&B**

RNK Telecom, Inc.

**Re: Questions #10 & 11.**

- A. provide proof of authority to operate in Florida

**Please See Attached Certificate of Authority Issued by the Florida  
Secretary of State.**

# State of Florida



## Department of State

I certify from the records of this office that RNK INC. doing business in Florida as RNK TELECOM, INC., is a corporation organized under the laws of Massachusetts, authorized to transact business in the State of Florida, qualified on May 26, 2000.

The document number of this corporation is F00000003013.

I further certify that said corporation has paid all fees due this office through December 31, 2000, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Twelfth day of June, 2000



CR2EO22 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State

**\*\* 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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RNK Telecom, Inc.

**EXHIBIT 2.**

**Re: Question 22.**

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

**Please See Attached RNK Telecom, Inc. Interexchange Tariff.**

**TITLE SHEET**

**FLORIDA TELECOMMUNICATIONS TARIFF**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service for interexchange telecommunications services provided by RNK Telecom, Inc., with principal offices at 333 Elm Street, Dedham, Massachusetts 02026. 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: October 3, 2002

Effective: \_\_\_\_\_

By:

Richard N. Koch, President  
333 Elm Street  
Dedham, MA 02026

**CHECK SHEET**

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

SHEET	REVISION	SHEET	REVISION
1	Original	23	Original
2	Original	24	Original
3	Original	25	Original
4	Original	26	Original
5	Original	27	Original
6	Original	28	Original
7	Original	29	Original
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		

ISSUED: October 3, 2002

Effective: \_\_\_\_\_

By:

Richard N. Koch, President  
333 Elm Street  
Dedham, MA 02026

**TABLE OF CONTENTS**

Title sheet..... 1  
Check sheet.....2  
Table of Contents.....3  
Symbols sheet.....4  
Tariff format sheets.....5  
Section 1 - Technical Terms and Abbreviations.....6  
Section 2 - Rules and Regulations.....9  
Section 3 - Description of Service.....27  
Section 4 - Rates.....29

ISSUED: October 3, 2002

Effective: \_\_\_\_\_

By:

Richard N. Koch, President  
333 Elm Street  
Dedham, MA 02026



**SYMBOLS SHEET**

**D** – Delete or Discontinue

**I** – Change Resulting In An Increase to A Customer's Bill

**M** – Moved From Another Tariff Location

**N** – New

**R** – Change Resulting In A Reduction To A Customer's Bill

**T** – Change in Text Or Regulation But No Change In Rate Or Charge

ISSUED: October 3, 2002

Effective: \_\_\_\_\_

By:

Richard N. Koch, President  
333 Elm Street  
Dedham, MA 02026

**TARIFF FORMAT SHEETS**

**A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

**B. Sheet Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc, the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet 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 FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new 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 sheet is the most current on file with the FPSC.

ISSUED: October 3, 2002

Effective: \_\_\_\_\_

By:

Richard N. Koch, President  
333 Elm Street  
Dedham, MA 02026

**SECTION 1 – TECHNICAL TERMS AND ABBRIVIATIONS**

**Access Line:** An arrangement that connects the Customer's telephone to a RNK-designated switching center or point of presence.

**Advance Payment:** Part or all of a payment required before the start of service.

**Authorized User:** A person, firm, corporation, or any other entity authorized by the Customer to use the Company's service under the terms and conditions of this notice. The Customer remains responsible for payment of services.

**Available Usage Balance:** The amount of usage remaining on a Debit Service Account at any particular point in time. Each Service Account or Card has an Initial Usage Balance to be debited which is stated either in usage minutes or U.S. dollars, depending upon the type of service. The Available Balance is depleted as services provided by the Company are used by the Customer.

**Calling Card:** A physical or virtual (an assigned Personal Identification Number with or without a physical or printed card) card attached to a presubscribed service, or Debit Service with or without a remaining usage balance which would be depleted on a real-time basis during each Debit Service call.

**Central Office or CO:** A site where local telephone switches and other equipment reside for purposes of routing calls and other functions.

**Commission:** Federal Communication Commission

**Company or Carrier:** RNK, Inc. d/b/a RNK Telecom<sup>®</sup>, or RNK Telecom, Inc. the issuer of this tariff.

**Customer:** The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's applicable notices or tariffs.

**Debit Service:** A service accessed via a "1-800" or other access number whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance of a Company-issued Debit Service.

ISSUED: October 3, 2002

Effective: \_\_\_\_\_

By:

Richard N. Koch, President  
333 Elm Street  
Dedham, MA 02026

**SECTION 1 - TECHNICAL TERMS AND ABBRIVIATIONS, CONT'D**

**Debit Service:** A calling card and/or Personal Identification Number which represents a prepaid usage balance depleted on a real-time basis during each Debit Service call.

**Debit Service Call:** An originated telecommunications whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance of a Company-issued Debit Service.

**Debit Service Card:** A physical or virtual (an assigned Personal Identification Number with or without a physical or printed card) card representing a Debit Service, with or without a remaining usage balance which would be depleted on a real-time basis during each Debit Service call.

**Debit Service Payment:** A payment by commercial credit card, check, or draft that increases or establishes the Available Usage Balance on a Debit Service.

**Dedicated Facility:** A facility or equipment system or subsystem set aside for the sole use of a specific customer.

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

**Depletion:** Real time reductions in the Available Usage Balance, based on usage of the Customer Debit Service.

**End User:** Any Customer of an intrastate telecommunications service that is not a carrier.

**Individual Case Basis ("ICB"):** A service arrangement in which the regulations, rates, and charges are developed based on the specific circumstances of the case.

**Initial Usage Balance:** The amount of usage on a Debit Service upon issuance or activation and before any depleting call activity.

**LATA:** Local Access and Transport Area. A geographic area established by the U.S. District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.

**LEC:** Local Exchange Company.

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

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SECTION 1 - TECHNICAL TERMS AND ABBRIVIATIONS, CONT'D

**NECA:** National Exchange Carriers Association.

**Personal Identification Number (PIN):** A unique pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to identify the caller and validate the caller's authorization to use the services accessed and provided. The Customer is responsible for charges incurred through the use of his or her assigned PIN.

**Premises:** The physical space designated by a Customer or authorized user for the termination of the Company's service.

**Renewal:** A method of replenishing a Debit Service's Available Usage Balance with additional minutes of usage as authorized and paid for by the Customer.

**Responsible Organization:** An entity selected by the Customer of toll-free (800/888/877) service to manage the service.

**RNK:** Refers to RNK, Inc. d/b/a RNK Telecom<sup>®</sup>, a/k/a RNK Telecom, Inc. unless otherwise indicated by the context.

**Serving Wire Center:** A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

**Sponsor:** A corporation or other legal entity that exclusively permits the use of its Marks to the Company for use with calling cards (prepaid or otherwise) or other merchandise, and contracts with the Company for the marketing of the services described herein.

**Standard Rate:** The monthly recurring rate applicable to a tariffed service ordered, purchased, or defaulted to the month-to-month service plan or agreement.

**Subscriber:** The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of third party Customers or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this notice. A Subscriber is also a Customer under the terms of the notice.

**Switched Access Origination/Termination:** Access between the Customer and an interexchange carrier provided on local exchange company Feature Group circuits where 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.

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

This tariff contains the rules, regulations and rates applicable to intrastate telecommunications services provided by the Company for telecommunications within the State of Florida. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the FPSC's rules. In-state toll services provided by the Company are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall provide sufficient information to the Company to fully identify the Customer and the services requested. Service will be furnished (i) through the Company's own facilities, (ii) through the use of network elements procured from facilities-based Local Exchange Carriers, and (iii) through a combination of the foregoing.

**2.2 Use**

Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited. 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. Resellers and rebillers of the Company's service must be certified with the Florida Public Services Commission.

**2.3 Limitations of Service****2.3.1 Shortage of Equipment Facilities**

- .1 The Company reserves the right to limit or 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 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.
- .3 The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available.

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**SECTION 2 –RULES AND REGULATIONS, (Cont'd)**

**2.3 Limitations of Service, (Cont'd)**

- 2.3.2 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 connection.
- 2.3.3 This tariff shall be interpreted and governed by the laws of the State of Florida without regard to the State's choice of laws provisions.
- 2.3.4 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.3.5 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- 2.3.6 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.3.7 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.
- 2.3.8 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference too theirs.

**2.4 Liability of the Company**

- 2.4.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts of omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.12, below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

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

- 2.4.2** The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.12, the Company's liability, if any, shall be limited as provided herein.
- 2.4.3** The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, rule, regulation, direction, action or request of the government or of any other government, including Florida and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, Florida, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.4.4** The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
- 2.4.5** The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.4.6** The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

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

- 2.4.7** The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
- 2.4.8** Notwithstanding the Customer's obligations as set forth in this tariff, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the company with apparatus and systems of the Customer or others; and -all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
- 2.4.9** The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.4.10** The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.4.11** The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- 2.4.12** The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

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

**2.4 Liability of the Company, (Cont'd.)**

- 2.4.13** The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or systems or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.9 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.
- 2.4.16** In Conjunction with the Busy Line Verification and Interrupt Service, the Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.
- 2.4.17** The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.
- 2.4.18** Any provisions that limit liability or damages do not apply to the extent they conflict with FPSC rules.
- 2.4.19** The Company shall not be liable for charges from the underlying LEC should a Customer's account incur a non-discounted service or charge from the underlying Local Exchange Carrier .

**2.5 Obligations of the Company**

- 2.5.1** Service may be initiated based on a written or verbal agreement between the Company and the Customer.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.5 Obligations of the Company, (Cont'd)****2.5.2 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. The Company will work cooperatively with Customers to determine their reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

**2.6 Assignment or Transfer**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the express written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company. Such transfer or assignment shall only apply where there is no significant interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to such permitted transferees or assignees, as well as all conditions of service.

**2.7 Minimum Period**

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. The Company reserves the right to require a minimum charge in excess of one month's service. If the period of use exceeds one month, the charges for the fractional part of a month following and consecutive with a full month shall be a proportionate part of the monthly charges, based on the actual number of days the service is furnished. For the purpose of determining charges for a fractional part of a month, every month is considered to have thirty (30) days.

**2.8 Obligations of the Customer****2.8.1 General** - The Customer shall be responsible for:

- .1 the payment of all applicable charges pursuant to this tariff;

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.8 Obligations of the Customer, (Cont'd)**

- .2 reimbursing the Company for damage to, or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these terms and conditions; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;
- .3 providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- .4 Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- .5 providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- .6 complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible, and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of services as stated herein, removing the facilities or equipment of the Company;
- .7 not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and

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

**2.8 Obligations of the Customer, (Cont'd.)**

**2.8.1 General, (Cont'd.)**

- .8 making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- .9 paying all non-discounted service or other charge from the underlying Local Exchange Carrier related to the Customer's account, which the Company will pass-through the charge to the Customer at the Company's cost.

**2.8.2 Claims**

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

**2.8.2 Claims (Cont'd)**

- .1 any loss, destruction or damage to property of the Company or any third-party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- .2 any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third-party, arising from any act or omission by the Customer, including without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.
- .3 any provisions that limit liability or damages do not apply to the extent they conflict with Department rules.

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

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

**2.9.1 Responsibility for Charges**

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users, including nonrecurring charges or service charges associated with service and facilities furnished. Charges for installations, service connections, moves and rearrangements 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.

In particular, but not exclusively, the Customer is responsible for any and all cost(s) incurred as the result of:

- .1 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;
- .2 any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;
- .3 any calls placed by or through the Customer's equipment via any remote access feature(s);
- .4 any calls placed as a result of the Customer's intentional or negligent disclosure of Authorization Codes or PIN numbers assigned to the Customer; and
- .5 any and all calls placed to a toll free telephone number (e.g., 800/888) provided to the Customer by the Company.

**2.9.2 Billing and Collection of Charges**

Bills will be rendered monthly to Customer.

- .1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due within 30 days of receipt.
- .2 The Company shall present bills for Recurring Charges monthly to the Customer, for the month that service is provided.
- .3 For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.9 Billing and Payment for Service, (Cont'd)****2.9.3 Late Payment Charge**

The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance. A balance is considered past due if unpaid thirty (30) days following the date of the bill listing amounts owed by the Customer. 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 State Law.

**2.9.4 Deposits**

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

**2.9.5 Advance Payments/Pre-Paid Service**

To safeguard its interests, the Company may require a customer to make an advance payment before services and facilities are furnished. In accordance with Rule 25-24.490(2) of the Florida Administrative Code, the advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's average charges for the service or facility, including all usage charges. Any customer may avail itself of the pre-paid option. In certain circumstances, e.g., poor credit history, the Company may in its discretion only offer services to a customer under the pre-paid plan. Customers under a pre-paid service are responsible for paying their predetermined pre-paid amount before each month's service is rendered. Should a customer not pay the required amount before the date due, their service will be discontinued and reinstallation and other charges may apply.

If a personal check is returned for insufficient funds or otherwise fails to be paid by the institution on which it is drawn, the Company will charge the customer a \$20 fee, in addition to any related fees the Company incurs from the relevant institution. In such cases, the customer will have five (5) business days' grace period to render a money order or cashier's check for the amount due plus applicable charges and fees to the Company before service will be discontinued. Upon request, or of its own volition, the Company may review a pre-paid customer's payment record with the Company after six month and one year intervals and offer the customer the option to become a post-paid customer.

In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges for a time period set by the Company and the customer. The advance payment will be credited to the customer's initial bill and/or over the relevant time period. An advance payment is not a deposit, and may in fact be required in addition to a deposit.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.9 Billing and Payment for Service, (Cont'd.)****2.9.6 Disputed Bills**

The Customer shall notify the Company of any disputed items on a bill within 30 days of receipt. Any unresolved disputes may be directed to the attention of the Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0866. The Commission may also be reached toll free at 1-800-342-3552 or 1-800-955-8771 for the hearing impaired.

**2.10 Discontinuance of Service**

Service continues to be provided until canceled by the Customer or until discontinued by the Company as set forth below in accordance with Rule 25-4.113 of the Florida Administrative Code. The Company may render bills subsequent to the termination of service for charges incurred before termination. The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the company for charges due and owing for services furnished during the time of or up to suspension or discontinuance.

**2.10.1** Upon five (5) days prior notice in writing to the Customer, the Company may discontinue or suspend service without incurring any liability:

- .1** For nonpayment of any amounts owing to the Company;
- .2** For failure to make proper application for service or for use of telephone service for any other property or purpose than that described in the application.

**2.10.2** Upon five (5) days prior notice in writing to the Customer, the Company may discontinue or suspend service without incurring any liability for failure to comply with the Service Agreement or Company tariff.

**2.10.3** Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by reasonable notice to the Customer, may discontinue or suspend service without incurring any liability.

**2.10.4** Without prior notice and without incurring any liability the Company may discontinue the furnishing of any and/or all service(s) to a Customer:

- .1** Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary bankruptcy petition within the time permitted by law, the Company may, discontinue or suspend service as permitted by the Department's rules, or by the bankruptcy court without incurring any liability.

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

**2.10 Discontinuance of Service, (Cont'd.)**

**2.10.4, (Cont'd)**

- .2 Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.
- .4 For noncompliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to the provision of telecommunications service.
- .5 For noncompliance with or violation of Department regulation or Company rules and regulations on file with the Department.
- .6 For reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such services.
- .7 In the event of tampering with the equipment or services owned by the Company or its agents.
- .8 In the event of Customer use of equipment or services in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- .9 For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- .10 For unauthorized or unlawful use of Authorization Codes. Such codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company.
- .11 To prevent or protect against fraud or otherwise protect its personnel, agents, facilities or services.
- .12 The Customer refuses to provide information or provides false information to the Company regarding the Customer's identity, address, creditworthiness, past or current use of common carrier communications services or its planned use of the Company's service(s); or
- .13 The Customer has been given written notice of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used; or
- .14 The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:

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

**2.10.4.14 Discontinuance of Service, (Cont'd.)**

- A. Using or attempt to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
- B. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
- C. Any other fraudulent means or devices; or Use of service in such a manner as to interfere with the service of other users; or
- D. Use of service for unlawful purposes.

**2.11 Allowances for Interruptions of Service**

**2.11.1 Credit for Interruptions**

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to the Company by the Customer, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours. The credit allowance will be calculated in accordance with the rules and regulations set forth by the Department.

ISSUED: October 3, 2002

Effective: \_\_\_\_\_

By:

Richard N. Koch, President  
333 Elm Street  
Dedham, MA 02026

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

**2.11 Allowances for Interruptions of Service, (Cont'd.)**

**2.11.2 Limitations on Allowances**

No credit allowance will be made for:

- .1 interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint User, or other unaffiliated common carrier providing service connected to the service of Company;
- .2 interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other unaffiliated common carriers connected to the Company's facilities;
- .3 interruptions due to the failure or malfunction of equipment not owned by the Company or any affiliated interest;
- .4 interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- .5 interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- .6 interruptions of service during any period when the Customer has released service to the Company for maintenance purpose or for implementation of a Customer order for a change in service arrangements;

**2.11.3 Use of Alternative Service Provided by the Company**

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

**2.12 Cancellation of Service**

**2.12.1 Cancellation of Application for Service:**

When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below. The special charges described in this section will be calculated on a case by case basis.

ISSUED: October 3, 2002

Effective: \_\_\_\_\_

By:

Richard N. Koch, President  
333 Elm Street  
Dedham, MA 02026

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

**2.12 Cancellation of Service, (Cont'd)**

**2.12.1 Cancellation of Application for Service: (Cont'd)**

- .1 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs of the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charges for the minimum period of service orders, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).
- .2 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities and material, the cost of installation, engineering, labor and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

**2.12.2 Cancellation Prior to Expiration of Term**

If a customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in this Tariff), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within thirty (30) days all costs, fees and expenses incurred in connection with:

- .1 all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- .2 any disconnection, early cancellation or termination charges. reasonably incurred by the Company or paid to third parties by Company on behalf of Customer, as approved by the Department of Public Utility Control for approval, plus
- .3 all Recurring Charges specified in the applicable Service Order for the balance of the then current terms.

ISSUED: October 3, 2002

Effective: \_\_\_\_\_

By:

Richard N. Koch, President  
333 Elm Street  
Dedham, MA 02026

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

**2.13 Deferment of Service**

When a deferment of the date for placing facilities and equipment in service is requested by the applicant after the start of construction (usually at the time the required equipment has been purchased by the Company), charges based on costs apply, upon demand by the Company, for any deferment in excess of one (1) month. The costs include the monthly carrying charges on the Company's investment in equipment and facilities at the time of the deferment plus any other specific costs applicable to the deferment. In no case will the placing in service of equipment and facilities be deferred for more than eighteen (18) months. After eighteen (18) months the installation is considered cancelled, and the applicant is responsible for the payment of costs as specified in Section 2.13.1.1

**2.14 Continuation of Service**

**2.14.1 For Month-to-Month Customers:** Service will continue on a month-to-month basis until such time as the Customer cancels service or until such time as the Company discontinues service in accordance with the rules as outlined in this tariff.

**2.14.2 For Term Agreement Customers:** Service will continue in accordance with the term agreement. Such agreement shall be renewed automatically for the initial term or in any additional term, unless the customer provides written notice of its intent not to renew such agreement at least thirty (30) days prior to the initial or any additional term. All termination obligations applicable under the original term agreement apply to this renewed agreement.

**2.15 Notices and Communications**

**2.15.1** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

**2.15.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

**2.15.3** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

ISSUED: October 3, 2002

Effective: \_\_\_\_\_

By: Richard N. Koch, President  
333 Elm Street  
Dedham, MA 02026

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.16 Promotional Offerings**

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offering may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotional offerings will be filed for approval with the Department in advance of such promotional offerings.

**2.17 Taxes, Fees and Surcharges**

**2.17.1** All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.

**2.17.2** To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

**2.17.3** 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 (USF), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's service.

**.1 Public Pay 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), as may be modified or superceded by the FCC from time to time, 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. The Public Pay Telephone 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's service accessed from the pay telephone.

ISSUED: October 3, 2002

Effective: \_\_\_\_\_

By: Richard N. Koch, President  
333 Elm Street  
Dedham, MA 02026

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

**2.17 Taxes, Fees and Surcharges, (Cont'd.)**

**2.17.3 Taxes, Fees and Surcharges, (Cont'd.)**

**.1 Public Pay Telephone Surcharge, (Cont'd)**

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., dialing an additional destination number without hanging up).

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.

	<u>Minimum</u>	<u>Maximum</u>	<u>Current</u>
Rate per Call	\$0.20	\$0.99	Varies as Per Plan purchase

**2.18 Timing of Messages**

**2.18.1** For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.

**2.18.2** For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed upon alternate.

**2.18.3** Call timing ends when the calling station A hangs up@, thereby releasing the network connection. If the called station A hangs up@ but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.

**2.19 Calculation of Mileage**

Rates for mileage-based services will be based on airline mileage between rate centers of the calling and called stations. The location of Rate Centers is based on information provided by Bell Operating Companies. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.

ISSUED: October 3, 2002

Effective: \_\_\_\_\_

By: Richard N. Koch, President  
333 Elm Street  
Dedham, MA 02026

**SECTION 3 – DESCRIPTION OF SERVICE****SECTION 3.1 - TOLL SERVICE****3.1 Calling Cards****3.2. Pre-Paid Debit Service - General**

Debit Service is available to residential and business Subscribers for placing calls while at or away from their principal premises. Calls are originated by dialing a local or toll-free “800” access number, followed by a Personal Identification Number (“PIN”). Debit card service is depleted on a real-time basis as calls are placed. Customers are notified of their remaining usage balance at the beginning of each call. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any intrastate (or other) location. Calls are billed in one (1) minute increments. The minimum call duration for billing purposes is one (1) minute. Debit Card Service is available 24 hours a day, seven days per week. The number of available cards is subject to technical limitations. Cards will be offered to customers on a first come, first served basis.

**A. Exclusions**

1. Calls to 500, 700, 800 and 900 numbers
2. Calls requiring the quotation of time and charges
3. Air to ground and High seas services

**B. Service Availability**

1. All calls must be charged against a Debit Service that has sufficient available balance.
2. Calls in progress will be terminated by the Company if the usage balance on the Debit Card is insufficient to continue the call and the Customer fails to recharge their card number or enter another valid PIN prior to termination.
3. Payment for the Debit Service and any network access usage balance is non-refundable.

ISSUED: October 3, 2002

Effective: \_\_\_\_\_

By:

Richard N. Koch, President  
333 Elm Street  
Dedham, MA 02026



**SECTION 3 – DESCRIPTION OF SERVICE**

**SECTION 3.1 - TOLL SERVICE**

**3.1 Calling Cards**

**3.2 Pre-Paid Debit Service – General, (Cont'd.)**

C. Service Options

\*= text related to interstate or international services provided for informational purposes only

The Company offers a variety of debit rate plans based on a Customer's desired calling patterns.

1. Florida Local Access Card

A no-fee prepaid phone calling card for local and toll use within Florida used locally or nationally via local or 800 access. 800 number per minute surcharge applies.

2. DialAroundTheWorld.com<sup>R</sup>

DialAroundTheWorld.com<sup>R</sup> is a secure web site where customers can purchase prepaid phone calling card Personal Identifying Numbers ("PINs") (i.e., "virtual" calling cards). The PINs can be used within Florida via a network of local access or 800 numbers. 800 number per minute surcharge applies.

\*The PINs can also be used nationwide via 800 number access. 800 number per minute surcharge applies.

3. Custom Card Program

Customers can buy custom-designed prepaid phone calling cards. Cards can be used in Florida via a local access network or 800 number. 800 number per minute surcharge applies.

\*The card can also be used nationally via an 800 number access. 800 number per minute surcharge applies.

ISSUED: October 3, 2002

Effective: \_\_\_\_\_

By:

Richard N. Koch, President  
333 Elm Street  
Dedham, MA 02026

**SECTION 4 – RATES**

**4.1 Pre-Paid Debit Service**

Rates do not include federal, state, and local taxes or surcharges, e.g., USF. Cards expire within one year of purchase or first use, whichever occurs later, unless stated otherwise upon the card. 800 surcharge= \$0.04 per minute, unless otherwise indicated. Payphone use surcharge = \$0.50, unless otherwise indicated.

- |  |   |
|--|---|
| 1. <u>Florida Local Access / DialAroundTheWorld.com®</u> :<br>Florida = \$0.010 per minute | 2. <u>Custom Card A</u><br>Florida = \$0.025 per minute     |
| 3. <u>Custom Card B</u><br>Florida = \$0.028 per minute                                    | 4. <u>Custom Card C</u><br>Florida = \$0.030 per minute     |
| 5. <u>Custom Card D</u><br>Florida = \$0.033 per minute                                    | 6. <u>Custom Card E</u><br>Florida = \$0.039 per minute     |
| 7. <u>Custom Card F</u><br>Florida = \$0.042 per minute                                    | 8. <u>Custom Card G</u><br>Florida = \$0.049 per minute     |
| 9. <u>Custom Card H (toll-free only)</u><br>Florida = \$0.050 per minute                   | 10. <u>HDC Tel card</u><br>Florida = \$0.026 per minute     |
| 11. <u>3-2-1 Talk (Cellular origination)</u><br>Florida = \$1.000 per minute               | 12. <u>1000 Minute Card</u><br>Florida = \$0.005 per minute |
| 13. <u>3000 Minute Card</u><br>Florida = \$0.003 per minute                                |   |

**4.2 Return Check Charge**

The Company reserves the right to assess a return check charge of up to 5 percent of the face amount of the check whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

<u>Face value of the check</u>	<u>Fee amount</u>
\$1.00-50.00	\$25.00
\$51.00-300.00	\$30.00
\$301.00 and over	\$40 or 5 Percent of the face value of the check, whichever is greater.

ISSUED: October 3, 2002

Effective: \_\_\_\_\_

By: Richard N. Koch, President  
333 Elm Street  
Dedham, MA 02026

**\*\* 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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**EXHIBIT 3 A & B**

RNK Telecom, Inc.

**Re: Question 23 A & B.**

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.

**Richard N. Koch, President**

Richard N. Koch became President of RNK in December 1997, the date the Company commenced operations. During Richard's tenure as President, RNK has grown from a Company with no revenue in 1997 to a highly profitable company with multi-million dollar revenue over the past four years. Immediately prior to becoming President of RNK, Richard was Director of Sales, Business Development, and Regulatory Affairs for Metracom Corporation (now Unidial), a local and long distance reseller located in Boston, Massachusetts. In that capacity, Richard developed Metracom's local operations. In one year at Metracom, sales from local telecom services increased from virtually nothing to more than \$8,000,000 annually. Prior to joining Metracom, Richard was Director of Boston Operations for Cycomm Corporation, an Oregon-based company that developed security devices for cellular and landline telephone systems. From 1993-1996, Richard was President of Safecall, Inc., a joint venture between Shared Technologies, Inc., and Cycomm Corporation. From 1982-1991, Richard was President of Boston CitiNet and AVS Gateway Services of Boston. He was also President of Creative Computer Applications, Inc., from 1979-1982, and taught high school science for the City of Boston from 1969 -1979.

Richard was principally responsible for obtaining the necessary certifications for RNK as a Competitive Local Exchange Carrier ("CLEC") and executing agreements with Bell Atlantic so that RNK was well positioned to garnish business after passage of the Telecommunications Act of 1996. Richard was a frequent commenter to the FCC on the Telecommunications Act of 1996, has participated and commented in several proceedings with the Massachusetts DTE, and has testified before the Massachusetts Legislature on telecommunications issues.

**Joy Tessier, Executive Vice President**

Since December 1997, Vice-President Joy Tessier has overseen RNK's Local Resale and Facilities-based Services Division, as well as serving as one of the two corporate officers to whom all RNK Department heads report. Prior to joining RNK, Joy was the Director of Local Operations at Metracom Corporation, a local and long distance reseller located in Boston, Massachusetts. While at Metracom, Joy developed their local resale operations and helped integrate local products with Metracom's existing long distance services. Before working at Metracom, she was Marketing Manager for Cycomm Corporation, an Oregon-based company that developed security devices for cellular and landline telephones. In 1989, Joy co-owned a successful publishing company that produced "Out of Town," a visitors guide to Richmond, Virginia. Joy was a commenter to the FCC on the Telecommunications Act of 1996.

### **Neal Hart, Vice President – Operations**

Neal Hart joined RNK in July 1998 as its chief engineer, to design, development and maintain RNK's network and communications systems. He is responsible for all aspects of the operations and development of RNK's network, switches, and leased, owned and resold transport facilities. Neal has over 33 years of experience in telecommunications, including senior positions in Operations Management for Southwestern Bell, as Project Director for AT&T's Project Management team, and as Project Manager with Teleport Communications Group.

### **Chris Reeping, Vice President -- Prepaid Operations**

Chris Reeping joined RNK Telecom in October 1999 as Director of Technical Services, supervising the interdepartmental coordination required to implement fast-changing customer technical demands. During that time, Mr. Reeping built RNK's Network Operations Center (NOC) and the Customer Service department. In September of 2001, Mr. Reeping became VP of Prepaid Operations. In this position, Mr. Reeping is responsible for overseeing the interdepartmental technical, financial, and sales cooperation, and the standalone departments, involved in offering RNK's prepaid products. Before joining RNK, Mr. Reeping had over fifteen years of high-tech financial management and accounting experience, including several years as Controller at The Internet Access Company, Inc. (TIAC), now part of PSINet.

### **Mary T. Hall, Vice President – Finance/Chief financial Officer**

With over 20 years experience in financial operations in the computer and related industries, Mary Hall joined RNK in September 2000 to manage operational finance, planning, forecasting, and reporting of financial performance. Ms. Hall oversees all finance and accounting aspects of the business, with special focus of long-range planning, business plans, and capital and equity development. Since joining RNK, Ms. Hall has created financial controls and streamlined and formalized RNK's budget and profitability tracking and reporting both for existing and new divisions, improving certain margins by 8 points. Prior to joining RNK, Ms. Hall served at Compaq/Digital for 18 years, growing several small business groups into substantial divisions. As a senior financial manager for semiconductor marketing, sales and engineering (\$400 million) and the top financial executive for the OEM business (\$350 million), she transformed those financial and business operations from an integrated business focus to standalone businesses.

### **Douglas S. Denny-Brown, General Counsel/Vice President --Regulatory Affairs**

Since March 1999, Doug Denny-Brown has been RNK's General Counsel and Vice-President of Regulatory Affairs. At RNK, Doug created the Legal & Regulatory Department, where, with his staff, he ensures full and continuing state and federal legal and regulatory compliance in all states where RNK offers services or products. Doug also supervises RNK's day-to-day corporate legal, intercarrier, commercial, and consumer protection matters, and advises RNK's executives on policy matters. Before joining RNK, Doug was employed for nine years at the Massachusetts Department of Telecommunications and Energy, as Senior Legal and Technical Analyst within the Telecommunications Division, and as a Hearing Officer within the Legal Division. In his capacity within the Telecommunications Division, Doug wrote or consulted on nearly every major telecommunications decision issued by the Department, including the *Consolidated Arbitrations*, which set the rules for the competitive local exchange market in Massachusetts. Doug presided over more than 100 hearings, and wrote more than 100 Department decisions for cases involving telecommunications, electric, gas, pipeline safety, and other public utility issues.

### **Christopher Cramb, Sr., Senior Network Engineer/Manager – Technical Services**

Chris Cramb has been with RNK since December 1998 and is responsible for day-to-day switch and network operations, reporting to Neal Hart, Vice President of Operations. Prior to joining RNK, Chris was Senior Network Engineer and supervised the Field Technician Team for The Internet Access Company, Inc. (TIAC). Chris was a key element in TIAC's successful conversion from analog to digital technology, revolutionizing the level of service TIAC provided its customers. Prior to joining TIAC, Chris served for four years as a Senior Telecommunications Technician for the U.S. Air Force.

### **Glenn Pokraka – Controller**

Glenn has over ten years of experience with accounting systems and procedures with commercial and financial institutions. Glenn supervises billing and collection for customers, maintenance and auditing of accounts receivable and payable, and administering RNK's cash flow.

**\*\* 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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**EXHIBIT 4**

RNK Telecom, Inc.

**Re: Question #23C.**

Financial capability.

**See attached balance sheets and written affirmation as to the veracity of the figures included therein filed. Unedited figures are provided to the Commission under a request for confidential treatment, conforming to the Commission's Rule 25-22-006, in a sealed manila envelope labeled "Exhibit 4 Confidential". See Attached Motion at Appendix A.**

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

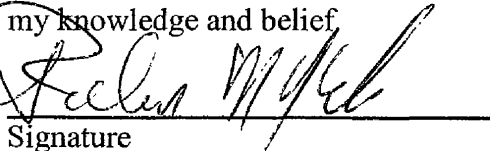
**DIVISION OF REGULATORY OVERSIGHT**  
**CERTIFICATION SECTION**

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

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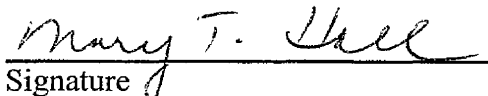
**AFFIRMATION**

I, Richard N. Koch, President of RNK Telecom, Inc. do hereby acknowledge that the information set forth in the attached financial statements is true and correct to the best of my knowledge and belief

  
Signature

3 Oct 02  
Date

I, Mary Hall, Chief Financial Officer of RNK Telecom, Inc. do hereby acknowledge that the information set forth in the attached financial statements is true and correct to the best of my knowledge and belief.

  
Signature

3 Oct 02  
Date

RNK, Inc.  
Income Statement  
For the Seven Months Ending July 31, 2002

**CONFIDENTIAL**

Total Revenues	[REDACTED]
Total Cost of Sales	[REDACTED]
<u>Gross Profit</u>	[REDACTED]
Total Sales & Marketing	[REDACTED]
Total General & Administrative	[REDACTED]
Total Other (Income) Expense	[REDACTED]
<u>Net Income (Loss) before Taxes</u>	[REDACTED]
Corporate Taxes	[REDACTED]
<u>Net Income (Loss)</u>	[REDACTED]

CONFIDENTIAL

ASSETS

Total Current Assets	[REDACTED]
Total Property and Equipment	[REDACTED]
Total Other Assets	[REDACTED]
<u>Total Assets</u>	<u>[REDACTED]</u>

LIABILITIES AND CAPITAL

Total Current Liabilities	[REDACTED]
Total Long-Term Liabilities	[REDACTED]
<u>Total Liabilities</u>	<u>[REDACTED]</u>
<u>Total Capital</u>	<u>[REDACTED]</u>
<u>Total Liabilities &amp; Capital</u>	<u>[REDACTED]</u>



RNK, Inc.  
Income Statement  
For the Twelve Months Ending December 31, 2001

**CONFIDENTIAL**

Total Revenues	[REDACTED]
Total Cost of Sales	[REDACTED]
<hr/> Gross Profit	[REDACTED]
Total Sales & Marketing	[REDACTED]
Total General & Administrative	[REDACTED]
Total Other (Income) Expense	[REDACTED]
<hr/> Net Income (Loss) before Taxes	[REDACTED]
Corporate Taxes	[REDACTED]
<hr/> Net Income (Loss)	[REDACTED]

**ASSETS**

**Total Current Assets**

**Total Property and Equipment**

**Total Other Assets**

---

**Total Assets**

---

**LIABILITIES AND CAPITAL**

**Total Current Liabilities**

**Total Long-Term Liabilities**

---

**Total Liabilities**

---

---

**Total Capital**

---

---

**Total Liabilities & Capital**

---

RNK, Inc  
Income Statement  
For the Twelve Months Ending December 31, 2000

**CONFIDENTIAL**

Total Revenues

[REDACTED]

Total Cost of Sales

[REDACTED]

Gross Profit

[REDACTED]

Total Sales & Marketing

[REDACTED]

Total General & Administrative

[REDACTED]

Total Other (Income)/Expense

[REDACTED]

Net Income (Loss) before Taxes

[REDACTED]

Corporate Taxes

[REDACTED]

Net Income (Loss)

[REDACTED]

**ASSETS**

**Total Current Assets**

[REDACTED]

**Total Property and Equipment**

[REDACTED]

**Total Other Assets**

[REDACTED]

**Total Assets**

[REDACTED]

**LIABILITIES AND CAPITAL**

**Total Current Liabilities**

[REDACTED]

**Total Long-Term Liabilities**

[REDACTED]

**Total Liabilities**

[REDACTED]

**Total Capital**

[REDACTED]

**Total Liabilities & Capital**

[REDACTED]

**\*\* 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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**EXHIBIT 4 B**

RNK Telecom, Inc.

**Re: Question #23C.**

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 in the geographic area proposed to be served.
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.

**STATEMENT OF FINANCIAL CAPABILITY**

RNK Telecom, Inc. has sufficient financial capability to provide the requested service in the State of Florida and has sufficient financial capability to maintain the requested service and to meet its lease or ownership obligations. In support of RNK Telecom, Inc. stated financial capability, a copy of the Balance Sheets for the last three (3) years are attached to its application. RNK Telecom, Inc. intends to fund the provision of service through internally generated cash flow. RNK Telecom, Inc. also has the ability to borrow funds, if required, based upon its financial capabilities, and the principals at the company are committed to providing any necessary capital if needed to provide service in the State of Florida.

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

RNK Telecom, Inc.

**RNK Telecom, Inc. files a Motion for Protective Order, as provided in Rule 25-22-006(5)(a) of the Commission's rules, requesting confidential treatment of the information contained in a sealed manila envelope labeled "Exhibit 4 Confidential".**

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF FLORIDA**

In the Matter of the Application        )  
of RNK Telecom, Inc.                    )  
for Original Authority to Provide        )  
Interexchange Telecommunications       )  
Services Within the State of Florida    )     Docket No. \_\_\_\_\_

MOTION FOR PROTECTIVE ORDER

RNK Telecom, Inc. ("Applicant"), pursuant to Rule 25-22.006(5)(a) of the Florida Administrative Code hereby moves for a Protective Order from the Florida Public Service Commission. This Motion pertains to confidential financial statements (hereinafter, "Proprietary Documents") submitted with Applicant's Application for Original Authority to Provide Interexchange Telecommunications Services in the above-captioned matter. In support of its motion, Applicant states as follows:

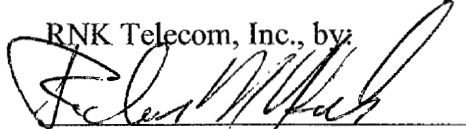
JUSTIFICATION

The material contained within the Proprietary Documents comprise highly confidential financial information that would be of significant benefit to competitors. By reviewing its financial information, competitors could determine the extent of Applicant's operations, which could cause significant and possibly irreparable harm to Applicant. The information contained within the Proprietary Documents is of no benefit to the general public. Release of the information contained within the Proprietary Documents to competitors or potential competitors could cause **irreparable** and continuing financial and operational harm to the Applicant. The protection sought herein is consistent with relief granted to other applicant's under similar circumstances in past proceedings.

CONCLUSION

WHEREFORE, Applicant respectfully submits that there is substantial basis for restricting public disclosure of its financial statements, and therefore, requests that the Proprietary Documents be withheld from public inspection.

Respectfully submitted this 3<sup>rd</sup> day of October, 2002.

RNK Telecom, Inc., by:  
  
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