

210 N. Park Ave.

January 14, 2003 *Via Overnight Delivery*

Winter Park, FL

32789

Blanca Bayo, Director

Division of the Commission Clerk & Administrative Services

Florida Public Service Commission

PO. Drawer 200 2540 Shumard Oak Boulevard

Winter Park, FL Tallahassee, Florida 32399-0870

32790-0200

Re: Application of American Long Lines, Inc., for Authority to Provide Interexchange

Telecommunications Service in Florida

Tel: 407-740-8575

Fax 407-740-0613

tmi@tminc.com

Dear Ms. Bayo:

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

030050-7

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope that is provided for this purpose. Questions regarding this filing may be directed to my attention at (407) 740-8575 or via email at coeel@tminc.coe. Thank you for your assistance.

Sincerely,

Carey Roesel, Consultant to American Long Lines, Inc.

Enclosures *CR/gs*

cc: Dennis Connor - ALL

file: ALL – FL IXC tms: 6986FLi0301



ORIGINAL

210 N. Park Ave. Winter Park, FL

32789

P.O. Drawer 200 Winter Park, FL

32790-0200

Tel: 407-740-8575 Fax: 407-740-0613 tmi@tminc.com January 14, 2003 Via Overnight Delivery

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Provide Intereschange

030050 -77

Re: Application of American Long Lines, Inc., for Authority to Provide Interexchange Telecommunications Service in Florida

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Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope that is provided for this purpose. Questions regarding this filing may be directed to my attention at (407) 740-8575 or via email at croesel@tminc.coe. Thank you for your assistance.

Sincerely,

Carey Roesel, Consultant to American Long Lines, Inc.

to Fiscal for capable. Finally to forward deposit information to Records.

initiale of person who forwarded check:

Enclosures CR/gs

cc:

Dennis Connor - ALL

file:

ALL-FL IXC

tms:

6986FLi0301

RECEIVED & FILED

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FPSC-BUREAU OF RECORDS

73:8 MA 31 NAL EO

STACH REMINITION CENTER

00443 JAN 158

FPSC-COMMISSION CLERK

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

Instructions

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

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

• If you have questions about completing the form, contact:

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

1.	This	This is an application for $\sqrt{\ }$ (check one):				
		Original certificate (new company)				
		Approval of transfer of existing certificate: Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority of that company.				
		Approval of assignment of existing certificate: Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.				
		Approval of transfer of control: Example, a company purchases 51% of a certificated company. The Commission must approve a new controlling entity.				
2.	Namo	Name of Company:				
	Amer	ican Long Lines, Inc				
3.	Namo	Name under which applicant will do business (fictitious name, etc.):				
	Not a	pplicable.				
4.	Official mailing address (including street name & number, post office box, city, state, zip code):					
	700 E Horsh Telep Facsii	ican Long Lines, Inc. Interprise Drive, 2nd Floor Itam, Pennsylvania 19044 Itam, Pennsylvania 19044 Itam, Pennsylvania 19050 Itam, Pennsylvania 19050 Itam, Pennsylvania 19044 Itam, Pennsylvania 19				
5.	Flori	da address (including street name & number, post office box, city, state, zip code):				

The Company does not have a physical location in the State of Florida.

6.	Select type of business your company will be conducting. $\sqrt{\ }$ (check all that apply):					
		Facilities based carritelecommunications sw			d operates or plans to own and operate acilities 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.				
					or more switches but primarily leases the own customer base for services used.	
		computer. Aggregates t	raffic to obtain b	ulk disc	transmission facilities but may have a billing counts from underlying carrier. Rebills end below the rate end users would pay for	
		obtain bulk/volume dis	counts under mu	lti-locati	any contracts with unaffiliated entities to ion discount plans from certain underlying ing unaffiliated customers.	
			affiliated entity for	or use w	entity that purchases 800 access from an ith prepaid debit card service and/or encodes	
7. Structure of organization:						
		Individual Foreign Corporation General Partnership Other			Corporation Foreign Partnership Limited Partnership	
8.	If indiv	ridual, provide:				
		Γ, Zip:	Not applicable			

9. If incorporated in Florida, provide proof of authority to operate in Florida: Florida Secretary of State Corporate Registration #: Not applicable 10. If foreign corporation, provide proof of authority to operate in Florida: Florida Secretary of State Corporate Registration #: F01000005403 11. If using fictitious name-d/b/a, provide proof of compliance with fictitious name statute (Chapter 865.09,FS) to operate in Florida: Florida Secretary of State fictitious name registration #: Not applicable 12. If a limited liability partnership, provide proof of registration to operate in Florida: Florida Secretary of State registration #: Not applicable 13. If a partnership, provide name, title and address of all partners and a copy of the partnership agreement. Name: Title: Address: City, ST, Zip: Telephone #: Fax #: **Internet E-Mail Address: Internet Website Address:** 14. If a foreign limited partnership, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169,FS), if applicable, Florida registration #: Not applicable

15. Provide **F.E.I. Number** (if applicable): 23-3089727

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, ST, Zip: Telephone #: Fax #: Internet E-Mail Address: Internet Website Address:					
	(c) How is this information provided?						
		Not applicable					
17.	Who	vill receive the bills for your service?					
		Residential customers PATS providers Hotels & motels Universities Other: Anyone who uses the Company's service Business customers PATS station end-users Hotel & motel guests Universities dormitory residents					

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

(a) the application:

Name: Carey Roesel

Title: Consultant to American Long Lines, Inc.

Address: P.O. Drawer 200

City, State, Zip: Winter Park, FL 32790-0200

Telephone No.: (407) 740-8575
Fax No.: (407) 740-0613
Internet E-Mail Address: croesel@tminc.com
www.tminc.com

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

Name: Dennis Connor

Title: Chief Financial Officer

Address: 700 Enterprise Drive, 2nd Floor City, State, Zip: Horsham, Pennsylvania 19044

 Telephone No.:
 (215) 442-9050

 Fax No.:
 (215) 957-8581

 Internet E-Mail Address:
 dconnor@amll.com

Internet Website Address: www.americanlonglines.com

(c) Complaints/Inquiries from customers:

Name: Jennifer Marino

Title: Customer Service Manager
Address: 700 Enterprise Drive, 2nd Floor
City, State, Zip: Horsham, Pennsylvania 19044

Telephone No.: (215) 442-9050 Fax No.: (215) 957-8581 Internet E-Mail Address: jmarino@amll.com

Internet Website Address: www.americanlonglines.com

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company:

American Long Lines, Inc. is authorized to provide resold interexchange telecommunications services in 47 states, either pursuant to certification or registration, or on an unregulated basis. Petitioner is also authorized by the FCC to provide interstate and international telecommunications services, and is authorized to offer competitive local exchange service in Massachusetts, New York and Pennsylvania.

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

See (a).

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

See (a)

(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.

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

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

No officer, director, partner or stockholder of the Company has been an officer, director or stockholder in any other Florida certificated telephone company.

The a	applicant	will provide the following interexchange carrier services $\sqrt{\ }$ (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
В.		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.	<u>X</u>	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.	<u>X</u>	800 Service (Toll free)
G.	<u>X</u>	WATS type service (Bulk or volume discount) Method of access is via dedicated facilities Method of access is via switched facilities
H.		Private line services (Channel Services) (For ex. 1.544 mbps, DS-3, etc.)
I.	<u>X</u>	Travel service Method of access is 950 X Method of access is 800
J.		900 service
K.		Operator Services Available to presubscribed customers Available to non presubscribed customers (for example, patrons of hotels, students in universities, patients in hospitals Available to inmates Services included are: Station assistance Person to person assistance Directory assistance Operator verify and interrupt Conference calling

21.

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

Please see Exhibit II.

23. Submit the following:

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

Please see Exhibit III.

C. Financial capability.

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

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

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

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

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

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

Please see Exhibit IV.

THIS PAGE MUST BE COMPLETED AND SIGNED

APPLICANT ACKNOWLEDGMENT STATEMENT

1. **REGULATORY ASSESSMENT FEE:**

I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.

2. **GROSS RECEIPTS TAX:**

I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.

3. **SALES TAX:**

I understand that a seven percent sales tax must be paid on intra and interstate revenues.

4. **APPLICATION FEE:**

A non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:

Dennis Connor, Chief Financial Officer

American Long Lines, Inc.

700 Enterprise Drive, 2nd Floor

Horsham, Pennsylvania 19044

Telephone:

(215) 442-9050 (215) 957-8581

Facsimile:

Toll Free:

(800) 922-7730

11 10 03 Date

THIS PAGE MUST BE COMPLETED AND SIGNED

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

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

UTILITY OFFICIAL:

Dennis Connor, Chief Financial Officer

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Facsimile:

(215) 957-8581

Toll Free:

(800) 922-7730

1/10/03

Date

THIS PAGE MUST BE COMPLETED AND SIGNED

AFFIDAVIT

By my signature below, I the undersigned owner or officer attest to the accuracy of the information

contained in this application and attached documents and that the applicant has the technical expertise,

managerial ability, and financial capability to provide alternative local exchange company service in the state

of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information

is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply,

now and in the future, with all applicable Commission rules and orders.

Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly

makes a false statement in writing with the intent to mislead a public servant in the performance of

his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s.

775.082 and s. 775.083".

UTILITY OFFICIAL:

Dennis Connor, Chief Financial Officer

American Long Lines, Inc.

700 Enterprise Drive, 2nd Floor

Horsham, Pennsylvania 19044

Telephone: Facsimile:

(215) 442-9050 (215) 957-8581

Toll Free:

(800) 922-7730

1/10/03 Date

FORM PSC/CMU 31 (12/96) Required by Commission Rule Nos. 25-24.470, 25-24 471, and 25-24 480(2).

13

CURRENT FLORIDA INTRASTATE SERVICES

Applicant has (\checkmark) or has not () previously provided intrastate telecommunications in Florida.

If the answer is Has, fully describe the following:

What services have been provided and when did these services begin? a)

> American Long Lines, Inc., (NALL!) is a long distance reseller previously authorized in Florida under Certificate No. 4826 on March 18, 1997. The Company offers a variety of resale interexchange telecommunications services, including direct dial outbound service, inbound toll-free service, switched access and travel card service.

b) If the services are not currently offered, when were they discontinued?

Not applicable.

UTILITY OFFICIAL:

Dennis Connor, Chief Financial Officer

American Long Lines, Inc.

700 Enterprise Drive, 2nd Floor

Horsham, Pennsylvania 19044

Telephone:

(215) 442-9050

Facsimile:

(215) 957-8581

Toll Free:

(800) 922-7730

11003 Date

CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT

Ι,	of	, and current holder of Florida Public Service
Commission Co	ertificate Number #	, have reviewed this application and join in the
petitioner's requ	est for a:	
	Transfer	
	Assignment	
of the a	bove mentioned certificate.	
UTILITY O	FFICIAL:	
Name, Title Company Street City, State, Zip Phone: Fax: Toll Free:		
Date		

NOT APPLICABLE

American Long Lines, Inc.

Exhibit I

Florida Secretary of State Certificate



Department of State

I certify from the records of this office that AMERICAN LONG LINES, INC., is a corporation organized under the laws of Pennsylvania, authorized to transact business in the State of Florida, qualified on October 16, 2001.

The document number of this corporation is F01000005403.

I further certify that said corporation has paid all fees due this office through December 31, 2002, that its most recent annual report/uniform business report was filed on July 22, 2002, 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 Eighth day of January, 2003

CR2EO22 (1-03)

Ken Betzner Secretary of State

Ken Det

American Long Lines, Inc.

Exhibit II

Proposed Long Distance Tariff

TITLE PAGE

FLORIDA TELECOMMUNICATIONS TARIFF

OF

AMERICAN LONG LINES, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunication services provided by American Long Lines, Inc. ("ALL") with principal offices located at 700 Enterprise Road, 2nd Floor, Horsham, PA 19044-0449. This tariff applies for services furnished within the State of Florida. 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: 1/15/03

By:

CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION	
1	Original	*	26	Original	*
2	Original	*	27	Original	*
3	Original	*	28	Original	*
4	Original	*	29	Original	*
5	Original	*	30	Original	*
6	Original	*	31	Original	*
7	Original	*	32	Original	*
8	Original	*	33	Original	*
9	Original	*	34	Original	*
10	Original	*	35	Original	*
11	Original	*	36	Original	*
12	Original	*	37	Original	*
13	Original	*	38	Original	*
14	Original	*	39	Original	*
15	Original	*	40	Original	*
16	Original	*	41	Original	*
17	Original	*	42	Original	*
18	Original	*	43	Original	*
19	Original	*	44	Original	*
20	Original	*	45	Original	*
21	Original	*	46	Original	*
22	Original	*		•	
23	Original	*			
24	Original	*			
25	Original	*			

^{* -} indicates those pages included with this filing.

Issued: 1/15/03

By:

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Issued:

1/15/03

By:

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Issued: 1/1

1/15/03

By:

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Issued: By:

1/15/03

SYMBOLS

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

- 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.

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the above mentioned symbols.

Issued: 1/15/03

By:

Dennis Connor, Chief Financial Officer

TARIFF FORMAT

- 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 pages in effect. Consult the check sheet for 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).

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 the check sheet 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:

1/15/03

Effective:

By:

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS

1.1 Abbreviations

The following abbreviations are used herein only for the purposes indicated below:

ALL	-	American Long Lines, Inc.
C.O.	-	Central Office
Corp.	-	Corporation
FCC	-	Federal Communications Commission
FPSC	-	Florida Public Service Commission
IXC	-	Interexchange Carrier
LATA	-	Local Access and Transport Area
LEC	-	Local Exchange Carrier
MTS	-	Message Telecommunications Service
PBX	-	Private Branch Exchange

Issued: 1/15/03 Effective:

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

1.2 Definitions

The following definitions are applicable to this tariff:

Access Line - A local channel for voice, data, or video communications which connects the Customer location to a location of the Company or its underlying carrier.

Account - The Customer who has agreed, orally or in writing, to honor the terms of service established by the Company. An Account may have more than one service billed to the same Customer address. An Account may include multiple locations for the same Customer.

Account Code - A numerical code, assigned to the Customer, to enable the Company to identify use of a service offering by the Customer and to bill the use of that service offering by the Customer. Multiple Account Codes may be assigned to the Customer to identify individual users or groups of users.

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

Business Customer - For the purpose of this tariff, a Business Customer is a Customer of the Company whose primary use of the Company's service is for business purposes. A Business Customer is also a Customer who accesses the Company's service using an access line that has been assigned a business class of service by the local service provider.

Company - American Long Lines, Inc., unless stated otherwise.

Company's Point-of-Presence - Location of the serving central office associated with access to the Company's or its underlying carrier's network.

Issued: 1/15/03

By:

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

1.2 Definitions, (Cont'd.)

Customer - Any person, firm, partnership, corporation or other entity which subscribes to or uses service under the terms and conditions of this tariff. The Customer is responsible for the payment of charges for service offered by the Company which are subscribed to or used by the Customer. The Customer is also responsible for payment of charges for a third person's use of service to which the Customer subscribes.

Day Rate Period - 8:00 AM to but not including, 5:00 PM Monday through Friday.

Evening Rate Period -5:00 PM to but not including, 11:00 PM Sunday through Friday.

Initial And Additional Period - The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging for time in excess of the Initial Period.

LATA - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 82-0192.

Night/Weekend Rate Period - 11:00 PM to but not including, 8:00 AM Monday through Friday, all day Saturday and Sunday until 5:00 PM.

Issued: 1/15/03

By:

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

1.2 Definitions, (Cont'd.)

Premises - The physical space designated by the Customer for the termination of the Company's service.

Residential Customer - For the purpose of this tariff, a Residential Customer is a Customer of the Company whose primary use of the Company's service is for personal use in a house, apartment or other residential dwelling unit. A Residential Customer is also a Customer who accesses the Company's service using an access line that has not been assigned a business class of service by the local service provider.

Switched Access - A method for reaching the Company through the local service provider's switched network whereby the Customer uses standard business or residential local lines.

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Premises of the Customer.

Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

Issued: 1/15/03

By:

SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of American Long Lines, Inc.

The Company's service is furnished to Customers for communications originating and terminating within Florida under the terms of this tariff. The Company's service is available twenty-four (24) hours per day, seven (7) days per week.

The Company arranges for installation, operation, and maintenance of the service provided in this tariff for the Customer in accordance with the terms and conditions set forth in this tariff.

2.2 Applicability of Tariff

This tariff is applicable to telecommunications services provided by American Long Lines, Inc. within the state of Florida.

Issued:

1/15/03

Effective:

By:

2.3 Payment and Credit Regulations

- 2.3.1 Service is provided and billed on a monthly basis. Bills are due and payable upon receipt.
- 2.3.2 The Customer is responsible for payment of all charges for service furnished to or used by the Customer, or the Customer's agents, servant, employees or customers. The Customer is also responsible for payment of charges for a third person's use of service to which the Customer subscribes. All charges due from the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company.
- 2.3.3 The security of the Customer's Authorization Codes is the responsibility of the Customer. All calls placed using such Authorization Codes shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of Authorization Codes arising after the Customer notifies the Company of the loss, theft, or other breach of security of such Authorization Codes.
- 2.3.4 The Company reserves the right to assess a charge whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.
- 2.3.5 The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their Authorization Code, whether such use is as a result of the Customer's intentional or negligent disclosure of the Authorization Code or otherwise.

Issued: 1/15/03 Effective:

2.3 Payment and Credit Regulations, (Cont'd.)

2.3.6 Deposits

The Company does not require a deposit from the Customer.

2.3.7 Advance Payments

For Customers whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

2.3.8 Taxes

Company reserves the right to bill any and all applicable taxes in addition to normal long distance usage charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes, and Gross Receipts Tax. Such taxes will assessed on a pro rata basis and itemized separately on Customer bills.

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2.4 Refunds or Credits for Service Outages or Deficiencies

2.4.1 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer or Subscriber, or to the failure of channels, equipment and/or communications systems provided by the Customer or Subscriber, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer. Interruptions caused by Customer-provided, Subscriber-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via LEC access. For purposes of credit computation every month shall be considered to have 30 days. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than twenty-four (24) hours. For message rated toll services, credits will be limited to, at maximum, the price of the initial period of individual call that was interrupted.

The Customer shall be credited for an interruption of one day (24 hours) or more at the rate of 1/30th of the monthly charge for the services affected for each day that the interruption continues.

Credit Formula:

Credit = $A/30 \times B$

A = outage time in days

B = total monthly charge for affected service.

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2.4 Refunds or Credits for Service Outages or Deficiencies, (Cont'd.)

2.4.2 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

Issued:

1/15/03

2.5 Liability of the Company

- 2.5.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.5.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, but not limited to, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.5.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.5.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with state and federal law.
- 2.5.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, servants, employees, or customers, or by facilities or equipment provided by the Customer.

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2.6 Liability of the Customer

The Customer shall indemnify, defend and hold harmless the Company (including the costs of litigation and reasonable attorney's fees) against:

- (i) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and
- (ii) Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
- (iii) All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, servants, employees, or customers, in connection with any service or facilities or equipment provided by the Company.

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By:

Dennis Connor, Chief Financial Officer

2.7 Discontinuance and Restoration of Service

Service continues to be provided until canceled by the Customer or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer will pay such bills in full in accordance with the payment terms of this tariff.

2.7.1 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer travel cards when the Company deems it necessary to take such action to prevent unlawful use of its service. ALL will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new travel card codes to replace ones that have been deactivated.

2.7.2 Cancellation by the Customer

The Customer may have service discontinued upon written or verbal notice to the Company. The Customer shall pay the Company for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later.

2.7.3 Cancellation by the Company

- (i) For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 60 days overdue.
- (ii) For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.

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2.7 Discontinuance and Restoration of Service, (Cont'd.)

2.7.3 Cancellation by the Company, (Cont'd.)

- (iii) For Lack of Use: The Company, by written notice to the Customer, may discontinue service in the same manner as provided for nonpayment of overdue charges if after three full billing cycles the service has not been used.
- (iv) For violation of law or this tariff: Except as provided in this tariff, the Customer shall be subject to discontinuance of service, without notice, for any violation of terms of this tariff, for any violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service or prohibits Customer from subscribing to, using, or paying for such service.
- (v) For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
- (vi) For unauthorized or unlawful use of Travel Card numbers and Authorization Codes: Travel Card Numbers and Authorization Codes are issued by the Company only to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or Authorization Codes shall result in the immediate termination of service without notice.

Issued: 1/15/03

2.7 Discontinuance and Restoration of Service, (Cont'd.)

2.7.4 Notice of Discontinuance

ALL may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given 15 days notice to comply with any rule or remedy any deficiency:

- (A) For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- **(B)** For use of telephone service for any purpose other than that described in the application.
- (C) For neglect or refusal to provide reasonable access to ALL or its agents for the purpose of inspection and maintenance of equipment owned by ALL or its agents.
- (D) For noncompliance with or violation of Commission regulation or ALL's rules and regulations on file with the Commission, provided five (5) working days' written notice is given before termination.
- (E) For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the customer's regular monthly bill for service.
- (F) Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect ALL's equipment or service to others.

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2.7 Discontinuance and Restoration of Service, (Cont'd.)

2.7.4 Notice of Discontinuance, (Cont'd.)

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

2.7.5 Restoration of Service

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

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2.8 **Application for Service**

The Company reserves the right to require Customers to make application(s) for service in writing using forms provided by the Company. Upon acceptance of an application for service by the Company, all applicable provisions in the Company's tariffs, as amended from time-to-time which are lawfully on file, become the agreement for service between the Company and the Customer. Requests for additional service and changes to service, upon acceptance by the Company, become a part of the agreement for service, provided that each item of additional service shall be subject to the applicable minimum term of service. Acceptance or use of service offered by the Company shall be deemed an application for such service and an agreement by the Customer to subscribe to, use, and pay for such service in accordance with the applicable tariffs of the Company, as amended from time to time, which are lawfully on file. Any change in rates or other tariff provisions which are lawfully made shall be deemed to modify all agreements for service affected by such changes without further notice by Company to the Customer.

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2.9 Limitations of Service

- 2.9.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.9.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- 2.9.3 The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- 2.9.4 The Company reserves the right to refuse to process Third Party Billed calls when the billed party and/or standard validation techniques do not confirm acceptance, or based on characteristics of the originating location.
- 2.9.5 The Company reserves the right to refuse to process Travel Card billed calls when authorization for use of the card cannot be validated.
- 2.9.6 The Company reserves the right to discontinue service, limit service, or to impose requirements 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.
- 2.9.7 Service is offered subject to restrictions imposed upon the Company by any authority having authority over the Company's provision of service.

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2.10 **Use of Service**

- 2.10.1 Service may be used for any lawful purpose for which it is technically suited. Customers who resell or rebill ALL's Florida intrastate service must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.
- 2.10.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company or its underlying carrier, as appropriate.
- 2.10.3 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

Assignment or Transfer 2.11

The Customer may not transfer or assign the use of service offered by the Company without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

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2.12 Employee Concessions

[Reserved for future use.]

2.13 Interconnection

- 2.13.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.
- **2.13.2** Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.
- 2.13.3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

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By:

2.14 **Terminal Equipment**

Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided in this tariff or by contract between the Customer and the Company. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including, but not limited to, Part 68. In addition equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commission.

2.15 Applicable Law

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

Minimum Service Period 2.16

The minimum service period is one month (30 days), unless otherwise specified by tariff or contract.

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By:

1/15/03

2.17 Other Rules

- **2.17.1** ALL reserves the right to validate the credit worthiness of Customers or Authorized Users through available verification procedures. Where a travel card code cannot be validated, the Customer may be required to provide an acceptable alternate billing method or the Carrier may refuse to place the call.
- **2.17.2** The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the FPSC.

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By:

SECTION 3.0 - DESCRIPTION OF SERVICE

3.1 Quality and Grade of Service Offered

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 90% during peak use periods for Feature Group D 1+ dialing. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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3.2 Calculation of Distance

Usage charges for any mileage sensitive services are based on the airline distance between the rate center locations associated with the originating and terminating points of the call.

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

- **Step 1** Obtain the "V" and "H" coordinates for the rate center of the originating and the destination points.
- Step 2 Obtain the difference between the "V" coordinates of each of the rate centers. Obtain the difference between the "H" coordinates.
- Step 3 Square the differences obtained in Step 2.
- Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.
- **Step 5** Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 Obtain the square root of the whole number obtained

in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating rate centers of the call.

Formula:

$$\sqrt{\frac{(V_1V_2)^2 + (H_1H_2)^2)}{10}}$$

By:

3.2 Calculation of Distance, (Cont'd.)

EXAMPLE: Distance between Miami and New York City -

	V	Н
Miami: New York:	8,351 <u>4,997</u>	529 <u>1,406</u>
Difference:	3,354	-877

Square and add: 11,249,316 + 769,129 = 12,018,445

Divide by 10: 12,018,445 / 10 = 1,201,844.5

Round up: 1,201,845

Take square root: $\sqrt{1,201,845} = 1,096.3$

Round up: 1,097 miles

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3.3 Timing of Calls

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

- 3.3.1 Timing for all calls begins when the called party answers the call (i.e. when two-way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.3.2 Chargeable time for all calls ends when one of the parties disconnects from the call.
- 3.3.3 Minimum call duration for billing purposes is eighteen (18) seconds unless otherwise specified in the individual rate schedules of this tariff.
- 3.3.4 Calls are measured and billed in six (6) second increments (after the initial 18 seconds) unless otherwise indicated in this tariff. A fractional six (6) second increment is rounded up to a full increment.
- 3.3.5 There is no billing applied for incomplete calls.

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3.4 Time-Of-Day Rate Periods

The following time-of-day and day-of-week rate periods are applicable to all calls. Evening rates shall apply to all calls placed on the Company's recognized Holidays except when a lower rate would normally apply.

DAY RATE PERIOD 8:00 AM to 5:00* PM Monday through Friday

EVENING RATE PERIOD 5:00 PM to 11:00* PM Sunday through Friday

NIGHT/WEEKEND RATE PERIOD 11:00 PM to 8:00* AM Monday through Friday,

all day Saturday and Sunday until 5:00 PM

* to, but not including

Calls are billed based on the rate in effect for the actual time-of-day rate period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rate in effect in that boundary for each portion of the call.

Other Rate Periods

Peak: Daytime Rate Period, per above.

Off Peak: All other days and hours, including Holidays,

which are not included in Daytime Rate Period

above.

Holiday Rates

Calls on the following Company-recognized Holidays are rated at the Evening Rate Period or Off-Peak Rate Period rate unless a lower rate would normally apply.

New Year's Day** Labor Day Christmas Day**

Independence Day** Thanksgiving Day Martin Luther King Day*

Presidents' Day* Memorial Day* Columbus Day*

Veterans' Day**

*- Applies to Federally observed day only.

**- When this holiday falls on Sunday, the Holiday rate applies on the following Monday. When this holiday falls on a Saturday, the Holiday rate applies to calls placed on the preceding Friday.

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By:

3.5 Directory Assistance

A Directory Assistance charge applies per call to all intrastate calls made to directory assistance from points within the State of Florida.

3.6 Option I and Option II Toll Services

3.6.1 General Description

Option 1 and Option 2 Toll Services are offered to residential and business subscribers. Basic toll service utilizes Customer-provided switched access lines.

Option 2 Toll Service is available to customers with a demonstrated monthly usage exceeding \$500.

3.6.2 Rate Regulations

The Customer is charged for actual usage for each call. Rates are based on the time of day rate period during which the call takes place and the duration.

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By:

3.7 Inbound Toll-Free (i.e., 800/888) Service

3.7.1 General Description

ALL's Inbound Toll-Free Number Service is an 800/888 number service available for Customer use twenty-four (24) hours a day, seven (7) days a week. Service is terminated over standard Customer-provided switched access lines. Intrastate service is offered in conjunction with Interstate service.

3.7.2 Reservation of Toll-Free (i.e., 800/888) Numbers

The Company will make every effort to reserve toll-free vanity numbers on behalf of Customers, but makes no guarantee or warranty that the requested toll-free number(s) will be available or assigned to the Customer requesting the number.

3.7.3 Toll-Free (i.e., 800/888) Number Portability

The Customer does not retain rights in toll-free numbers which are shared with other Customers of the Company. Shared toll-free numbers are not portable.

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By:

3.8 Travel Service

Travel Service is available to Option 1 or Option 2 subscribers for originating telephone calls while away from home or office. Service is accessed by dialing the Company-designated toll free access number, followed by 0 + the destination number, the Travel Card number, and the Authorization Code. Intrastate service is offered in conjunction with Interstate service.

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3.9 In-State Connection Fee

A monthly service charge will be applied to Customers who are presubscribed to ALL for interLATA service. This monthly charge is applied if a Customer has \$1.00 or more of billable charges and credits on their bill, including, but limited to, monthly recurring charges and minimum usage charges. This charge does not contribute towards any applicable minimum monthly usage charges.

Customers having less than \$1.00 worth of billable charges per month are exempt from this service charge.

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By:

1/15/03

SECTION 4.0 - RATES

4.1 General

Each Customer is charged individually for each call placed through the Company. Charges for any mileage-sensitive services are computed as described in Section 3.2 of this tariff.

Charges may vary by service offering, mileage band, class of call, time-of-day, day-of-week, call duration, and/or volume and term commitment.

Customers are billed based on their use of ALL's long distance service.

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By:

4.2 Exemptions and Special Rates

4.2.1 Discounts for Hearing Impaired Customers

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and night/weekend rate during evening and night/weekend hours. Discounts do not apply to per call add-on charges for services when the call is placed by a method that would normally incur the surcharge.

4.2.2 Emergency Call Exemptions

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

4.2.3 Directory Assistance Charges for Handicapped Persons

Presubscribed residential Customers or authorized users of Customers' services who are certified as handicapped are exempt from applicable Directory Assistance charges for the first 50 directory assistance calls per month.

4.2.4 Telecommunications Relay Service Rates

For toll calls received from the relay service, call charges shall be discounted by 50% from the otherwise applicable usage rate for a voice nonrelay call, except that where the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent.

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4.3 Late Payment Charge and Cost of Collection

A late fee of 1.5% per month, or the maximum rate allowed by law (whichever is lower) will be charged on any Company-billed past due balance. In the event that the Company incurs fees or expenses, including attorney's fees, collecting or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, and the Customer will pay such fees.

4.4 Return Check Charge

A return check charge of \$15.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Florida law and FPSC regulations.

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4.5 Directory Assistance

Per call to directory assistance:

\$0.60

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By:

1/15/03

Dennis Connor, Chief Financial Officer

700 Enterprise Road, 2nd Floor Horsham, Pennsylvania 19044-0449

4.6 **Option 1 Toll Service**

4.6.1 **Minimum Billing**

Monthly

\$5.00

Usage Rates Per Minute: 4.6.2

Mileage	Day Rate Period		Evening Rate Period		Night/Weekend Rate Period	
	Initial Period	Add'l Period	Initial Period	Add'l Period	Initial Period	Add'l Period
All Mileage Bands	\$.1300	\$.1300	\$.1300	\$.1300	\$.1300	\$.1300

Volume Discounts: 4.6.3

Volume discounts are offered to business customers only. As each revenue threshold listed below is reached, the per minute rates for usage will be discounted from the base rate as indicated. Intrastate and Interstate usage will be combined to arrive at the appropriate discount level.

<u>Volume</u>	<u>Discount</u>
\$ 200	5%
\$ 500	8%
\$ 1000	10%
\$ 2000	15%
\$ 3000	20%
\$ 5000	25%
\$10000	35%
\$25000	55%

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By:

4.7 Option 2 Toll Service

4.7.1 Minimum Billing

Monthly:

\$5.00

4.7.2 Usage Rates Per Minute:

Mileage	Day Rate Period		Evening Rate Period		Night/Weekend Rate Period	
	Initial Period	Add'l Period	Initial Period	Add'l Period	Initial Period	Add'l Period
All Mileage Bands	\$.1200	\$.1200	\$.1000	\$.1000	\$.1000	\$.1000

4.7.3 Volume Discounts:

Volume discounts are offered to business customers only. As each revenue threshold listed below is reached, the per minute rates for usage will be discounted from the base rate as indicated. Intrastate and Interstate usage will be combined to arrive at the appropriate discount level.

Volume	Discount
\$ 200	5%
\$ 500	8%
\$ 1000	10%
\$ 2000	15%
\$ 3000	20%
\$ 5000	25%
\$10000	35%
\$25000	55%

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By:

4.8 Term Discounts

4.8.1 General Description

Term discounts are offered to Option 1 and Option 2 business customers. Term discounts may be used in conjunction with volume discounts.

<u>Term</u>	Discount
1 Yr.	3%
2 Yrs.	6%
3 Yrs.	9%

4.8.2 Termination Liability

If a Customer cancels a term plan prior to the expiration of the term, a nonrecurring termination liability of \$25 will be applied.

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4.9 Inbound Toll-Free (i.e., 800/888) Service

4.9.1 Minimum Billing

Monthly:

\$5.00

4.9.2 Usage Rates Per Minute:

Mileage	Day Rate Period		Evening Rate Period		Night/Weekend Rate Period	
	Initial Period	Add'l Period	Initial Period	Add'l Period	Initial Period	Add'l Period
All Mileage Bands	\$.1490	\$.1490	\$.1490	\$.1490	\$.1490	\$.1490

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By:

4.10 Travel Service

4.10.1 Minimum Billing

Monthly:

\$0.00

4.10.2 Usage Rates Per Minute:

Mileage	Day Rate Period		Evening Rate Period		Night/Weekend Rate Period	
	Initial Period	Add'l Period	Initial Period	Add'l Period	Initial Period	Add'l Period
All Mileage Bands	\$.1800	\$.1800	\$.1800	\$.1800	\$.1800	\$.1800

Issued: 1/15/03

By:

4.11 Promotions

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

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

4.12 Demonstration of Calls

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

4.13 Contracts

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and the Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract. Contracts shall be made available for Commission review.

4.14 In-State Connection Fee

This monthly charge is applied if a Customer has \$1.00 or more of billable charges and credits on their bill, including, but limited to, monthly recurring charges and minimum usage charges. This charge does not contribute towards any minimum monthly usage charges.

Per Account:

Per Month \$1.88

Issued: 1/15/03

By:

American Long Lines, Inc.

Exhibit III

Management Profiles

PRINCIPAL OFFICERS/KEY TECHNICAL PERSONNEL

The following individuals serve as officers and directors of American Long Lines, Inc. and may be reached through the company's corporate office at 700 Enterprise Drive, 2nd Floor, Horsham, Pennsylvania 19044 or (215) 442-9050. The individuals listed below also will be responsible for New Hampshire local operations.

Doug Derstine, Owner and President, oversees all aspects of the Company on a daily basis and plays an integral role in all purchasing, sales, pricing, promotional and marketing decisions. Prior to joining ALL in 1996, Mr. Derstine served as Vice President of Reseller/Carrier Sales for US WATS, where he developed a reseller/agent program that accounted for 67% of that company's business. Mr. Derstine has nearly 15 years of experience in the long distance industry. Mr. Derstine holds a BA in Business Administration from Moravian College.

Dennis Connor, CFO, has served as ALL's CFO since joining the Company in May 1997. From 1986 to 1997, Mr. Connor was Assistant Controller and Group Treasurer with Taylor and Francis Publishers. Mr. Connor has nearly 16 years of experience in financial administration, including reporting, AR/AP, benefits and inventory. Mr. Connor holds a BS in Accounting and Finance from Philadelphia University.

American Long Lines, Inc.

Exhibit IV

Financial Information

The attached Exhibit will demonstrate that the applicant has:

- 1. Sufficient financial capability to provide the requested service within the State of Florida;
- 2. Sufficient financial capability to maintain the requested service;
- 3. Sufficient financial capability to meet its lease or ownership obligations.

American Long Lines, Inc.

Exhibit IV

Financial Statements

American Long Lines, Inc. Balance Sheet

	Sep 30 2002
ASSETS	4
CURRENT ASSETS	
Cash Accounts receivable, trade, net of allowance for doubtful	\$ 131,620
accounts of \$266,000 Prepaid expenses	2,883,166 191,885
Total current assets	3,206,671
PROPERTY AND EQUIPMENT	
Network related Other	46,932 42,671
Accumulated depreciation and amortization	89,60 4 (12,770)
	76,834
Other Assets	20 022
Deposits	28,833 28,833
	3,312,338
LIABILITIES AND STOCKHOLDER'S EQUITY	
CURRENT LIABILITIES	
Customer deposits Accounts payable and accrued expenses	2,7 65 2,535,1 63
Total current liabilities	2,537,928
CAPITAL LEASE	66,777
STOCKHOLDER'S EQUITY	
Capital Stock Par	100
Addtl paid in capital Officer Loan	49,900 300,000
Retained earnings	357,63 4
, comme carringe	707,634
	\$ 3,312,338

American Long Lines, Inc. Operating Results Six Months Ended Sept 30, 2002

		Sep 02	%	Y	ear to date	%
Service Revenue:						
1+ Domestic	\$	855,647	44.6%	\$	7,995,855	47.0%
1+ International		132,672	6.9%		1,377,415	8.1%
800 Service		380,543	19.8%		3,429,423	20 2%
Calling Card		35,030	1.8%		383,562	2.3%
Dedicated		80,214	4.2%		672,700	4.0%
Features		10,064	0.5%		105,623	0.6%
Access Chgs		258,574	13.5%		2,259,540	13.3%
USF Revenue		27,274	1.4%		267,654	1.6%
Local Service		80,094	4.2%		<i>7</i> 74,16 8	4.6%
CABS Revenue		88,641	4.6%		149,239	0.9%
Operator Assist		32,519	1.7%	•	32,519	0.2%
Payphone Chg	•	925	0.0%		925	0 0%
Discounts		(3,734)	-0.2%		(32,363)	-0.2%
Credits		(58,528)	-3.0%		(407,160)	-2.4%
Total Revenue		1,919,935	100.0%		17,009,102	100.0%
Cost of Service		1,236,879	64.4%		10,872,557	63.9%
Gross Margin		683,056	35.6%		6,136,545	36.1%
General and Administrative		251,745	13.1%	-	2,477,110	14.6%
Cash Flow before Marketing		431,311	22.5%		3,659,435	21.5%
Marketing Expenses	******	352,069	18.3%		2,962,188	17.4%
Operating Cash Flow		79,242	4.1%		697,247	4.1%
Interest Expense, net		-	0.0%		11,07 9	0.1%
Depreciation and Amortization		1,217	0.1%		11,37 8	0.1%
Net Income		78,025	4.1%		674,790	4.0%

AFFIDAVIT

I, Dennis Connor, Chief Financial Officer of American Long Lines, Inc. certify that the attached audited financial statements of American Long Lines, Inc., are true and correct.

Dennis Connor, Chief Financial Officer

American Long Lines, Inc.

700 Enterprise Drive, 2nd Floor

Horsham, Pennsylvania 19044

Telephone: (215)

(215) 442-9050

Facsimile:

(215) 957-8581

Toll Free:

(800) 922-7730

1/10/03

Date

Subscribed and sworn to before me

this 10 day of January, 2003.

Fistilli

Therese D. Picki, Notery Public Homhem Twp., Montgomery County My Commission Expires Nov. 14, 2005

Member, Pennsylvania Association Of Notaries