



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 22, 2003
Via Overnight Delivery

Blanca Bayo, Director
Division of the Commission Clerk & Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0870

030069-77

RE: Application of **Cinergy Communications Company** for authority to provide
Interexchange Telecommunications Service within the State of Florida

Dear Ms. Bayo:

Enclosed for filing are the original and six (6) copies of the above-referenced application of
Cinergy Communications Company.


Also enclosed is a \$250 check to cover the filing fee.

Attachment IV of this application contains the financial statements of Cinergy Communications
Company, which are being filed, under separate cover, concurrently with this application.

Please acknowledge receipt of this filing by returning, filed stamped, the extra copy of this letter
in the self-addressed stamped envelope.

I may be reached at 407-740-8575 or via email at mbyrnes@tminc.com with any questions,
comments or correspondence regarding this application. Thank you for your assistance.

Sincerely,



Monique Byrnes, Consultant to
Cinergy Communications Company

Enclosures

MB/mg

cc: Adam Mueller - Cinergy
file: Cinergy - FL-IXC
tms: FLi0300

DOCUMENT NUMBER-DATE

00716 JAN 23 8

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 is an application for \checkmark (check one):

Original certificate (new company)

Approval of transfer of existing certificate: Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority of that company.

Approval of assignment of existing certificate: Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.

Approval of transfer of control: Example, a company purchases 51% of a certificated company. The Commission must approve a new controlling entity.

2. Name of Company:

Cinergy Communications Company.

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

Not Applicable.

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

Cinergy Communications Company
1419 West Lloyd Expressway, Suite 101
Evansville, IN 47710
Telephone: 812-461-3355
Facsimile: 812-461-3363

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

Same as above (4).

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 the resold service by enrolling unaffiliated customers.
- Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

7. **Structure of organization:**

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

8. **If individual, provide:**

Name: Not Applicable.
Title:
Address:
City, ST, Zip:
Telephone #:
Fax #:
Internet E-Mail Address:
Internet Website Address:

9. **If incorporated in Florida, provide proof of authority to operate in Florida:**
Florida Secretary of State Corporate Registration #:
10. **If foreign corporation, provide proof of authority to operate in Florida:**
Florida Secretary of State Corporate Registration #: F01000005211
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):**

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 will receive the bills for your service?

- | | |
|--|--|
| <input checked="" type="checkbox"/> Residential customers | <input checked="" type="checkbox"/> Business customers |
| <input type="checkbox"/> PATS providers | <input checked="" type="checkbox"/> PATS station end-users |
| <input checked="" type="checkbox"/> Hotels & motels | <input type="checkbox"/> Hotel & motel guests |
| <input type="checkbox"/> Universities | <input type="checkbox"/> Universities dormitory residents |
| <input checked="" type="checkbox"/> Other: Anyone who uses the Company's service | |

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

(a) the application:

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

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

Robert Bye, Corporate Counsel
Cinergy Communications Company
8829 Bond Street
Overland Park, Kansas 66214
Telephone: 913-492-1230 x5132
Facsimile: 913-492-1684

(c) Complaints/Inquiries from customers:

Norma Carlton-Zogelman, Customer Service Manager
Cinergy Communications Company
8829 Bond Street
Overland Park, Kansas 66214
Telephone: 812-461-3355
Facsimile: 913-492-1684

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company:

Illinois, Indiana, Kentucky, Tennessee, Ohio.

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

None.

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

Illinois, Indiana, Kentucky, Tennessee, Ohio.

(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.**

Cinergy Communications Company is a subsidiary of Q-Comm Corporation. Additional subsidiaries of Q-Comm Corporation include QCC, Inc. which is a certificated Florida reseller and operator services provider. Officers, directors and stockholders of Cinergy Communications Company are also officers, directors and stockholders of the holding company and its affiliates.

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. **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 mbps, DS-3, etc.)**

- I. **Travel service**
 - Method of access is 950
 - Method of access is 800

- J. **900 service**

- K. **Operator Services**
 - Available to presubscribed customers
 - Available to non presubscribed customers (for example, patrons of hotels, students in universities, patients in hospitals).
 - Available to inmates

Services included are:

 - Station assistance
 - Person to person assistance
 - Directory assistance
 - Operator verify and interrupt
 - Conference calling

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

Please see 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
3. statement of retained earnings.

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

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

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

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.

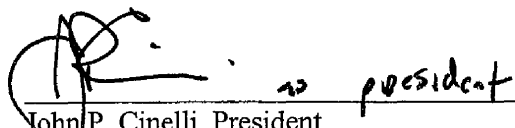
3. SALES TAX:

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:



John P. Cinelli, President

Cinergy Communications Company
1419 West Lloyd Expressway, Suite 101
Evansville, IN 47710
Telephone: 812-456-1215
Facsimile: 812-461-3363

01/18/02
Date

THIS PAGE MUST BE COMPLETED AND SIGNED

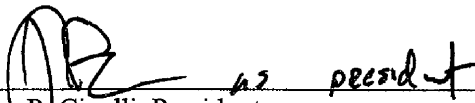
CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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:

 as president

John P. Cinelli, President
Cinergy Communications Company
1419 West Lloyd Expressway, Suite 101
Evansville, IN 47710
Telephone: 812-456-1215
Facsimile: 812-461-3363

1/08/03

Date

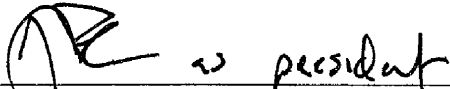
THIS PAGE MUST BE COMPLETED AND SIGNED

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:

 is president

John P. Cinelli, President
Cinergy Communications Company
1419 West Lloyd Expressway, Suite 101
Evansville, IN 47710
Telephone: 812-456-1215
Facsimile: 812-461-3363

1/08/07
Date

CURRENT FLORIDA INTRASTATE SERVICES

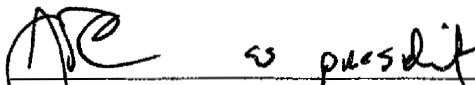
Applicant **has** () or **has not** (/) previously provided intrastate telecommunications in Florida.

If the answer is Has, fully describe the following:

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

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

UTILITY OFFICIAL:

 _____

John P. Cinelli, President
Cinergy Communications Company
1419 West Lloyd Expressway, Suite 101
Evansville, IN 47710
Telephone: 812-456-1215
Facsimile: 812-461-3363

01/08/03
Date

CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT

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

G Transfer

G Assignment

of the above mentioned certificate.

UTILITY OFFICIAL:

Name, Title
Company
Street
City, State, Zip
Phone:
Fax:
Toll Free:

Date

NOT APPLICABLE

Cinergy Communications Company

Exhibit I

Florida Secretary of State Certificate

State of Florida



Department of State

I certify from the records of this office that CINERGY COMMUNICATIONS COMPANY is a Kentucky corporation authorized to transact business in the State of Florida, qualified on October 3, 2001.

The document number of this corporation is F01000005211.

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 11, 2002, and its status is active.

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



CR2EO22 (1-99)

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Fifteenth day of July, 2002

Katherine Harris

Katherine Harris
Secretary of State

Cinergy Communications Company

Exhibit II

Proposed Long Distance Tariff

TITLE PAGE
FLORIDA TELECOMMUNICATIONS TARIFF
OF
Cinergy Communications Company

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by Cinergy Communications Company ("Cinergy") with principal offices located at 1419 West Lloyd Expressway, Suite 101, Evansville, Indiana 47710. This tariff applies to 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: January 23, 2003

By:

John P. Cinelli, President
1419 West Lloyd Expressway, Suite 101
Evansville, IN 47710

Effective:

FLi0300

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	*			
17	Original	*			
18	Original	*			
19	Original	*			
20	Original	*			
21	Original	*			
22	Original	*			
23	Original	*			
24	Original	*			
25	Original	*			

* - indicates those pages included with this filing

Issued: January 23, 2003

Effective:

By:

John P. Cinelli, President
1419 West Lloyd Expressway, Suite 101
Evansville, IN 47710

FLi0300

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Issued: January 23, 2003

By:

John P. Cinelli, President
1419 West Lloyd Expressway, Suite 101
Evansville, IN 47710

Effective:

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Effective:

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1419 West Lloyd Expressway, Suite 101
Evansville, IN 47710

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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: January 23, 2003

By:

John P. Cinelli, President
1419 West Lloyd Expressway, Suite 101
Evansville, IN 47710

Effective:

FLi0300

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.
- 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: January 23, 2003

Effective:

By:

John P. Cinelli, President
1419 West Lloyd Expressway, Suite 101
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SECTION 1 - TERMS AND ABBREVIATIONS

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

Available Usage Balance - The amount of usage remaining on a Debit Account at any particular point in time. Each Debit Account has an Initial Account Balance which is stated either in U.S. dollars or Call Units, depending upon the type of service. The Available Balance is depleted as services provided by the Company are utilized by the Customer.

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

Cinergy - Refers to Cinergy Communications Company, issuer of this tariff.

Commission - Refers to the Florida Public Service Commission.

Company or Carrier - Cinergy Communications Company, issuer of this tariff.

Customer - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

Depletion - Real time reductions in the Available Usage Balance, based on usage of the customer Debit Account.

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

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

FPSC - Florida Public Service Commission.

Issued: January 23, 2003

By:

John P. Cinelli, President
1419 West Lloyd Expressway, Suite 101
Evansville, IN 47710

Effective:

FLi0300

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

LATA - Local Area of Transport and Access.

LEC - Local Exchange Company.

Initial Usage Balance - The amount of usage on a Debit Account upon issuance and before any depleting call activity.

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 or merchandise to which legal rights or ownership are held or reserved by an entity.

Personal Identification Number (PIN) - See Authorization Code.

Prepaid Account - An account which consists of a pre-paid usage balance depleted on a real-time basis during each Prepaid Service call.

Prepaid Card - A card issued by the Company which provides the Customer with a Personal Identification Number and instructions for accessing the Carrier's network.

Prepaid Service Call - A service accessed via a "1-800" or other access code dialing sequence 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 on a Company issued Prepaid Account.

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

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

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

Issued: January 23, 2003

By:

John P. Cinelli, President
1419 West Lloyd Expressway, Suite 101
Evansville, IN 47710

Effective:

FLi0300

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

The Company provides long distance message telecommunications service to Customers for their direct transmission of voice, data and other types of telecommunications.

Communications originate when the Customer accesses the Company directly or through the facilities of another carrier via one or more access lines, equal access or on a dial-up basis. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.

The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Use

2.2.1 Service may be used for any lawful purpose for which it is technically suited. Customers reselling or rebilling the Company's Florida intrastate service must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

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

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

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

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

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1419 West Lloyd Expressway, Suite 101
Evansville, IN 47710

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

- 2.3.1** The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.2** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.3.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.4** Service may be limited or discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges when the Company deems it necessary to take such action to prevent unlawful use of its service. Service will be restored as soon as it can be provided without undue risk.
- 2.3.5** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.3.6** To the extent that any conflict arises between the terms and conditions of a service agreement or other contract and the terms and conditions of this tariff, the tariff shall prevail.
- 2.3.7** Title to all equipment provided by the Company under this tariff remains with the Company.

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Evansville, IN 47710

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

2.4 Assignment and Transfer

- 2.4.1** All facilities provided under this tariff are directly or indirectly controlled by Cinergy and neither the Customer nor Subscriber may transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.4.2** Customer may request Carrier to assign one or more sub-accounts for billing purposes, and to direct sub-account invoices to Customer's affiliates or other designated entities for payment. Such requests shall not affect the liability of the Customer, who shall remain solely liable to the Company for payment of all invoices for service requested and obtained by Customer, whether invoiced by the Company to the Customer, the Customer's affiliates, or other designated entities.

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1419 West Lloyd Expressway, Suite 101
Evansville, IN 47710

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

- 2.5.1** Cinergy's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed \$100.00 or an amount equivalent to the proportionate charge to the Customer, whichever is less, for the period during which the faults in transmission occur. Except as set forth above, the Company shall not be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or business interruption, or for any lost profits of any kind or nature whatsoever arising out of any defects or any other cause. In the event of an interruption in service or any defect in the service whatsoever, neither the Company nor any affiliated or unaffiliated third party provider or operator of facilities employed in the provision of the service shall be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or for any lost profits of any kind or nature whatsoever. Moreover, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service, which are caused or contributed to by the negligence or willful act of the Customer, or Authorized User, or joint user, or which arise from the use of Customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- 2.5.2** The Company shall not be liable for any claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3** Indemnification - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit by a Customer or by any others, the Customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of the Company's equipment, facilities and associated wiring of the Customer's premises and further the Customer indemnifies and saves harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company and apparatus, equipment and systems provided by the Customer; and against all other claims arising out of any act or omission of the Customer in connection with the services or facilities provided by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

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John P. Cinelli, President
1419 West Lloyd Expressway, Suite 101
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Liability of the Company, (Cont'd.)

- 2.5.4** Defacement of premises: No liability shall attach to the Company by reason of any defacement or damage to the Customer's premises resulting from the existence of the Company's equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
- 2.5.5** The Company is not liable for any act or omission of any other entity furnishing a portion of the service or any acts or omission of the Customer.
- 2.5.6** Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.
- 2.5.7** The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Personal Identification Numbers issued for use with the Company's services.
- 2.5.8** The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of authorization codes of communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through equipment controlled and/or provided by the Customer that are transmitted over the company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

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Evansville, IN 47710

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Customer Responsibility**

2.6.1 All Customers assume general responsibilities in connection with the provisions and use of the Company's service. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the Customer assumes additional responsibilities. All Customers are responsible for the following:

- A.** The Customer is responsible for placing orders for service, paying all charges for service rendered by the Company and complying with all of the Company's regulations governing the service. The Customer is also responsible for assuring that its users comply with regulations.
- B.** When placing an order for service, the Customer must provide:
 - 1. The names and addresses of the persons responsible for the payment of service charges, and
 - 2. The names, telephone numbers, and addresses of the Customer contact persons.
- C.** The Customer must pay the Company for the replacement or repair of the Company's equipment when the damage results from:
 - 1. The negligence or willful act of the Customer or user;
 - 2. Improper use of service; and
 - 3. Any use of equipment or service provided by others.
- D.** After receipt of payment for the damages, the Company will cooperate with the Customer in prosecuting a claim against any third party causing damage.

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1419 West Lloyd Expressway, Suite 101
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Customer Responsibility, (Cont'd.)****2.6.2 Billing and Payment For Service****A. Responsibility for Charges**

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

- .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 services 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);

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.

B. Disputed Charges

Any objections to billed charges must be reported to the Company or its billing agent in writing within twenty (20) days of the closing date printed on the invoice or statement issued to the Customer. Adjustments to Customers' account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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1419 West Lloyd Expressway, Suite 101
Evansville, IN 47710

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

2.6 Customer Responsibility, (Cont'd.)

2.6.3 Taxes and Fees

- A.** All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this tariff, but shall be listed as separate line items on the Customer's bill.
- B.** To the extent that a municipality, other political subdivision or local agency of government, or commission imposes 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, as allowed by law, be billed pro rata to the Customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- C.** Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.
- D.** The Company may adjust its rates or impose additional rates on its Customer to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others. The Company may also adjust its rates or impose additional rates to cover the administrative cost of collecting such charges or paying compensation to other entities. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's services.

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Evansville, IN 47710

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

2.6 Customer Responsibility, (Cont'd.)

2.6.4 Late Payment Fees

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

2.6.5 Return Check Charge

A Return Check Charge of \$25.00 will be assessed for checks returned for insufficient funds if the face value does not exceed \$50, \$30 if the face value does exceed \$50 but does not exceed \$300, \$40 if the face value exceeds \$300 or 5% of the value of the check, whichever is greater.

2.6.6 Deposits

The Company does not collect Customer deposits.

2.6.7 Advance Payments

The Company does not require advance payments for service.

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1419 West Lloyd Expressway, Suite 101
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Refunds or Credits for Service Outages or Interruptions

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

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Evansville, IN 47710

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Refunds or Credits for Service Outages or Interruptions, (Cont'd.)**

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

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

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

B = total monthly recurring charge for affected service.

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

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

2.8 Cancellation or Termination of Service by Customer

2.8.1 Customers of presubscribed long distance services may cancel service at any time by providing Cinergy with written or verbal notification. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the cancellation notice is received, whichever is later.

2.9 Cancellation or Termination of Service by Company

2.9.1 For nonpayment: The Company may terminate service to a Customer or Subscriber for nonpayment of undisputed charges upon five (5) working days written notice to the Customer or Subscriber without incurring any liability for damages due to loss of telephone service to the Customer or Subscriber.

2.9.2 Cinergy may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given five (5) days notice to comply with any rule or remedy any deficiency:

- A.** For non-compliance with or violation of any State, Municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- B.** For use of telephone service for any purpose other than that described in the application.
- C.** For neglect or refusal to provide reasonable access to Cinergy or its agents for the purpose of inspection and maintenance of equipment owned by Cinergy or its agents.
- D.** With five (5) working days written notice for noncompliance with or violation of Commission regulation or Cinergy's rules and regulations on file with the Commission.

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Evansville, IN 47710

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

2.9 Cancellation or Termination of Service by Company, (Cont'd.)

2.9.2 Continued

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

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Evansville, IN 47710

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

2.10 Interconnection

Service furnished by Cinergy may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with Cinergy's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.11 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Cinergy's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

2.12 Inspection, Testing and Adjustment

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

2.13 900, 976 and 700 Numbers

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

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

2.14 Toll Free Services

- 2.14.1 The Company will make every effort to reserve toll free (i.e., "800/888") vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.14.2 Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Responsible Organization or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.
- 2.14.3 If a Customer who has received a toll free number does not subscribe to toll free service within thirty (30) days, the Company reserves the right to make the assigned number available for use by another Customer.

2.15 Other Rules

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

2.16 Applicable Law

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

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SECTION 3 - SERVICE DESCRIPTIONS**3.1 General**

Cinergy provides direct dialed outbound, inbound, travel card and access to directory assistance for communications originating and terminating within the state. The Company's services are available twenty-four (24) hours per day, seven (7) days a week. Intrastate service is offered in conjunction with interstate service.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration. Customers are billed based on their use of Cinergy's services and network.

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

3.2 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. 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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Evansville, IN 47710

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.3 Timing of Calls

Billing for calls placed over the Cinergy network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.3.1 Timing of each call begins when the called station is answered (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 calls ends when one of the parties disconnects from the call.
- 3.3.3 The initial and additional billing increments are stated in the description of each service.
- 3.3.4 The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, Cinergy will reasonably issue credit for the call.

3.4 Rate Periods

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

3.5 Calculation of Distance

The Company does not offer mileage-sensitive services.

3.6 Holidays

The Company does not offer Holiday discounts.

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1419 West Lloyd Expressway, Suite 101
Evansville, IN 47710

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.7 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

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1419 West Lloyd Expressway, Suite 101
Evansville, IN 47710

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.8 Operator Services**

Operator Services as provided by the Company includes live operator and/or automated operator functions, for the purpose of assisting in the processing of telephone services such as: long distance via collect calls, calling card calls, person to person calls, and third party billed calls. In addition to the per minute usage rates, applicable per call service charges and operator assisted charges are billed for the completed phone call.

The Company operator will identify to the Authorized User the identity of the Company at least once during every call before any charges are incurred and will provide information regarding the Company's rates for said call upon request by the caller. The Company will not accept calling cards for billing purposes if the Company is unable to validate the card.

3.9 Standard Business Service

Standard Business Service is available to business customers for outbound calling between any two intrastate locations within Florida. Calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Rates are not time-of-day sensitive or mileage sensitive.

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.10 Standard Residential Service**

Standard Residential Service is available to residential customers for calling between any two intrastate locations within Florida. Calls are billed in one (1) minute increments after a minimum call duration of one (1) minute. Rates are not mileage sensitive.

3.11 Dedicated Service

Dedicated Service is designed for business customers for outbound calling. Calls are billed in six (6) second increments with a minimum call duration of eighteen (18) seconds. No minimum commitment is required. Calls originate from Customer-provided dedicated access lines and are neither time of day nor mileage sensitive.

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.12 Switched 800 Service**

Switched 800 Service is available to Customer for incoming calls. Switched 800 Service is provided in two options: Business and Residential. Calls originate from any Mainland U.S. location over an 800 number and terminate to a Customer-provided business or residential switched access line. Call charges are billed to the Customer rather than to the originating caller. Calls are billed in one (1) minute increments with a minimum billing period of one (1) minute. Calls are neither time of day nor mileage sensitive.

3.13 Dedicated 800 Service

Dedicated 800 Service is available to residential and business Customers for incoming calls. Calls originate from any Mainland U.S. location over an 800 number and terminate to a Customer-provided business or residential dedicated access line. Call charges are billed to the Customer rather than to the originating caller. Calls are billed in one (1) minute increments with a minimum billing period of one (1) minute. Calls are neither time of day nor mileage sensitive. No minimum commitment is required.

3.14 Travel Card Service

The Company's Travel Card Service is a special travel feature whereby a Company customer may access the network by dialing an 800 number, followed by the terminating telephone number and personal identification number. The minimum call duration for billing purposes is one (1) minute. Additional usage is measured and rounded to the next full minute increments for billing purposes. The service includes a maximum per call surcharge of \$0.50

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.15 Debit Card Service****3.15.1 Debit Card Service I**

Debit Card Service I is a debit card service available to Customers for placing calls while away from home or office. Debit card accounts maintain a balance that is depleted on a real-time basis as calls are placed. Calls are originated by dialing the 800 access number printed on the card followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines. The minimum call duration for billing purposes is one (1) unit. One (1) unit equals one (1) intrastate minute. Additional usage is measured and rounded to the next full unit increments for billing purposes. All calls must be charged against a Company debit card that has sufficient Available Usage Balance.

A Customer's call will be interrupted with an announcement when the balance is about to be depleted. Such announcement will occur one (1) unit before the balance will be depleted, based on the terminating location of the call. The Customer will be requested to recharge the Company debit card number in order to continue the call. The Company will terminate calls in progress if the balance on the Company debit card is insufficient to continue the call and the Customer fails to recharge the card number.

Payment for the Company debit card and any available usage in a customer's debit account is non-refundable.

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Evansville, IN 47710

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.15 Debit Card Service, (Cont'd.)****3.15.1 Debit Card Service I, (Cont'd.)**

The Company can exclude: 700 number calls, 800 number calls, 900 number calls. The Company does exclude: air to ground service, calls requiring the quotation of time and charges, and high seas service.

Debit Card Service I cards are available in various unit and dollar denominations. The debit card is non-refundable and will expire on the date specified on the card or package in which the card is enclosed. Unlike a deposit or advance payment, the debit card account balance is not held against future payment, as all service is available for immediate consumption. The per unit rate is inclusive of all federal excise taxes. Discounts apply to initial orders only. FCC imposed or authorized charge(s) or surcharge(s) on payphone calls will be debited from the Company debit card in addition to per unit charges.

3.15.2 Debit Card Service II

Debit Card Service II is a debit card service available to organizations or commercial entities (Sponsors) for distribution to their members or patrons. The marketing vehicle and expiration period is selected by the Sponsor upon joint agreement between the Company and the Sponsor. The Sponsor is responsible for name, service mark or other image on the card. The Company reserves the right to approve or reject any image on the card and to specify the Customer information, language and use of the Company's trade mark, trade name, service mark or other image on the card. The Sponsor may distribute the Company's debit card accounts at reduced rates or free of charge to end-users for promotional purposes. At the option of the Sponsor, these cards may not be rechargeable.

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.15 Debit Card Service, (Cont'd.)****3.15.2 Debit Card Service II, (Cont'd.)**

Calls are originated by dialing the 800 access number printed on the card, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. The minimum call duration for billing purposes is one (1) unit. One (1) unit equals one (1) intrastate minute. Additional usage is measured and rounded to the next full unit increments for billing purposes. This service is available twenty-four (24) hours a day, seven (7) 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.

All calls must be charged against a Company debit card that has sufficient available balance. The Company will terminate calls in progress if the balance on the Company debit card is insufficient to continue the call and the Customer fails to recharge the card number. Payment for the Company debit card and any Available Usage Balance in a Customer's debit account is non-refundable.

The Company can exclude: 700 numbers calls, 800 numbers calls, and 900 numbers calls. The Company does exclude: air to ground service, calls requiring the quotation of time and charges, and high seas service.

Debit Card Service II cards are available in various unit and dollar denominations. The debit card is non-refundable and will expire on the date specified on the card or package in which the card is enclosed. Any unused balances may be applied toward any replenishment amount. Unlike a deposit or advance payment, the debit card account balance is not held against future payment, as all service is available for immediate consumption. The per unit rate is inclusive of all applicable federal excise taxes. FCC imposed or authorized charge(s) or surcharge(s) on payphone calls will be debited from the Company debit card in addition to per unit charges.

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.16 Directory Assistance

Directory Assistance is available to Customers for all non-debit card services listed above. Directory Assistance charges applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

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SECTION 4 - RATES

4.1 General

Each Customer is charged individually for each call placed through the Company. Charges are computed on an airline mileage basis as described in Section 3.4 of this tariff. Duration of each call is measured as described in Section 3.2 and 3.3.

Switched services rates may vary by product, call type, mileage, time of day and day of week. Usage charges apply to all calls and are based on the duration of the call. Operator service charges apply on a per-call basis based on the type of call made.

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SECTION 4 - RATES, (CONT'D.)

4.2 Pay Telephone Surcharge

Per Call Charge: \$0.30

4.3 Operator Service

A. Usage Charges:

Mileage Band	Day		Evening		Night/Weekend	
	1st Minute	Add'l Minute	1st Minute	Add'l Minute	1st Minute	Add'l Minute
All	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000

B. Per Call Service Charges:

Customer Dialed Calling Card:	\$1.75
Customer Dialed Credit Card:	\$1.75
Operator Dialed Calling Card:	\$1.75
Operator Dialed Credit Card:	\$1.75
Operator Station	
Billed Collect:	\$1.75
Billed to Third Party:	\$1.75
Billed to Other:	\$1.75
Person-to-Person	
All Billing Methods:	\$3.25

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SECTION 4 - RATES, (CONT'D.)

4.4 Standard Business

Rate Per Minute: \$0.099

4.5 Standard Residential

Rate Per Minute: \$0.099

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SECTION 4 - RATES, (CONT'D)

4.6 Dedicated Service

Rate Per Minute: \$0.099

4.7 Switched 800 Service

4.7.1 Business Option

Rate Per Minute: \$0.099

4.7.2 Residential Rates

Rate Per Minute: \$0.099

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SECTION 4 - RATES, (CONT'D)**4.8 Dedicated 800 Service**

Rate Per Minute: \$0.099

4.9 Travel Card Service Rates

<u>Monthly Estimated Billing</u>	<u>Rate Per Minute</u>
Less than \$50.00	\$0.20
\$50.00 - \$100.00	\$0.19
Greater than \$100.00	\$0.18
Per Call Surcharge:	\$0.25

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SECTION 4 - RATES, (CONT'D)

4.10 Debit Card Service Rates

4.10.1 Debit Card Service I

Maximum Per Call Rate:	\$0.50
Per Call Surcharge:	\$0.50

4.10.2 Debit Card Service II

Maximum Per Call Rate:	\$0.65
Per Call Surcharge:	\$0.75

4.11 Directory Assistance

Per Call Directory Assistance Charge:	\$1.15
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SECTION 4 - RATES, (CONT'D)

4.12 Special Rates for Presubscribed Handicapped Individuals

4.12.1 Directory Assistance

There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 within a billing cycle.

4.12.2 Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

4.12.3 Telecommunications Relay Service

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

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Cinergy Communications Company

Exhibit III

Management Profiles

Corporate Resumes
Cinergy Communications Company

Cinergy Communications Company, formally known as Community Telephone Corporation, has management a management team with telecommunications experience and expertise, qualifying the company to implement and provide the local exchange services for which authority is requested.

Albert E. Cinelli, Chairman

Mr. Cinelli, a graduate of Lafayette College and Columbia University Law School, is Chairman of the Board of Cinergy Communications Company. Mr. Cinelli has been employed as General Counsel for several major corporations, including ELTRA Corporation and American Home Products in New York. Mr. Cinelli also worked for Marion Labs in Kansas City as Vice President and Chief Legal Counsel. Mr. Cinelli founded CSI Corporation, an interconnect company in Kansas City in 1985, and purchased Quest Communications in 1990. Currently Mr. Cinelli is President of QCC, Inc., a multi-service long distance reseller, which merged with Qwest Communications in 1994.

John P. Cinelli, President

Mr. Cinelli received his Bachelor of Arts in International Regulations from Tufts University in 1985. Mr. Cinelli's background is primarily in financial services, having worked for the Bank of Boston and Security Pacific. Mr. Cinelli has worked in a variety of capacities for Q-Comm Corporation, the parent company of Cinergy Communications, during the last 12 years - including his most recent position as President of Cinergy Communications. Mr. Cinelli has extensive management experience in all phases of telecommunications.

Lohn H. Weber, Vice President, CFP and Treasurer

A graduate of the University of Missouri, Columbia, Mr. Weber is Vice President, Chief Financial Officer and Treasurer of Community Telephone Corporation. Mr. Weber, a CPA with an extensive background in accounting, joined Cinergy Communications Company's senior management team in 1996. Prior to joining Cinergy Communications Company, Mr. Weber worked for Baird, Kurtz and Dobson, a Midwest regional public accounting firm.

Marc E. Rouleau, Chief Operating Officer

Mr. Rouleau is a graduate of the University of Virginia and has completed the coursework necessary to receive a Master of Science degree in Computer Science from the University of Virginia. Prior to joining Cinergy Communications in 1995, Mr. Rouleau was a Systems Engineer at the University of Virginia and the Director of Academic Computing at the University of Evansville. He has been an engineer of Internet Services since the mid-1980's. At Cinergy Communications, he served as Vice President of Engineering and Chief Information Officer prior to assuming his current role.

Corporate Resumes
Cinergy Communications Company, (Cont'd.)

Patrick L. Heck, Chief Technology Officer

Mr. Heck holds a Masters Degree in Computer Science from the University of Virginia. He also holds a Bachelor of Science in Computer Science from the University of Evansville, as well as having completed all the coursework necessary for a Ph.D. in Computer Science from that institution. Mr. Heck founded Network WCS, an ISP and consulting company which was acquired by the parent of Cinergy Communications Company.

John S. Johnson, Vice President of Sales

Mr. Johnson received his Bachelor of Science Degree in Management from the University of Southern Indiana. Mr. Johnson has 10 year of management and sales experience in the telecommunications industry. He is the founder of Telemanagement Systems, an interconnect company, which was acquired by the parent of Cinergy Communications Company.

Robert A. Bye, Secretary and General Counsel

Mr. Bye is a graduate, *cum laude*, of Washburn University School of Law and Texas Tech University. Prior to joining the Cinergy Communications Company management team in February of 2001, Mr. Bye was General Counsel for Deffenbaugh Industries, Inc., a privately-held Kansas City corporation with annual revenues in excess of \$120 million. He is listed in Who's Who of International Business 2000.

Cinergy Communications Company

Exhibit IV

Financial Statements

The confidential Financial Statements of the Applicant are being filed under separate cover.

These documents demonstrate Applicant's financial ability to provide the proposed services. Applicant is a privately-held corporation and as such its Financial Statements are not public information, but rather constitute confidential and proprietary information. These Financial Statements are therefore submitted under seal. Applicant respectfully requests that this confidential information not be provided to any party other than members of staff who need to review the material for evaluation of applicant's fitness to provide service.