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Via Federal Express

June 7, 1993

Mr. Thomas E. Williams, III  
Florida Public Service Commission  
Division of Administration, Room G-50  
101 East Gaines Street  
Tallahassee, Florida 32399-0866

930616-TI

Re: GREAT LAKES TELECOMMUNICATIONS CORP.

Dear Mr. Williams:

Enclosed for filing please find an original and twelve (12) copies of the above captioned corporation's APPLICATION FORM for AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICES WITHIN THE STATE OF FLORIDA, along with a check in the amount of \$250.00 to cover filing fees relating to same.

Also enclosed is an exact duplicate of this letter which I request you to stamp received and return to the undersigned in the self-addressed stamped envelope attached thereto.

Thank you in advance for your professional courtesy. Please direct all questions relating to this filing to the writer.

Should you have any questions, please advise.

Very truly yours,

EARLY, LENNON, PETERS & CROCKER, P.C.

PATRICK D. CROCKER

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

06780 JUN 23 93

FPSC-RECORDS/FILE UNIT

7. Structure of organization:

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

8. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners. Provide proof of compliance with the foreign partnership statute (Chapter 620.169 FS), if applicable.

(a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.169.FS) if applicable.

**Not applicable.**

(b) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.

**Not applicable.**

(c) Indicate if any of the officers, directors, or any of the ten largest stock holders have previously been:

- (1) 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.

**Not applicable.**

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

**Not applicable.**

9. If incorporated, please give:

(a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

**Applicant shall provide proof upon approval of Application.**

**Corporate charter number: Not available.**

(b) Name and address of the company's Florida registered agent.

(c) Indicate if any of the officers, directors, or any of the officers, directors, or any of the ten largest stockholders have previously been:

(1) 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.

**Not applicable.**

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

**Not applicable.**

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

(a) The application:

**Patrick D. Crocker, Attorney  
EARLY, LENNON,  
PETERS & CROCKER, P.C.  
900 Comerica Building  
Kalamazoo, Michigan 49007  
(616) 381-8844**

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

**Applicant has never been involved in Civil court proceedings with an interexchange carrier, local exchange company, or other telecommunications entity.**

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

- MTS with distance sensitive per minutes rates
- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800
  
- MTS with route specific rates per minute
- Method of access is FGA
- Method of access if FGB
- Method of access is FGB
- Method of access is 800
  
- MTS with statewide flat rates per minute (i.e. not distance sensitive)
- Method of access is FGA
- Method of access is FGB
- Method of access is FGD

- 800 Service (1000 ...)
- WATS type service (Bulk or volume discount)
- Method of access is via dedicated facilities
- Method of access is via switched facilities
- Private Line services (Channel Services)  
(For ex. 1.544 ms., DS-3, etc)
- Travel Service
- Method of access is 950
- Method of access is 800
- 900 service
- Operator Services
- Available to presubscribed customers
- Available to non presubscribed customers (for example to patrons of hotels, students in Universities, patients in hospitals)
- Available to inmates

Services included are:

- Station assistance
- Person to Person assistance
- Directory Assistance
- Operator verify and interrupt
- Conference Calling

Other: Voice Mail

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

- Method of access is 800
- MTS for pay telephone service providers
- Block-of-time calling plan (Reach out Florida, Ring America, etc.)
- 800 Service (Toll free)
- WATS type service (Bulk or volume discount)
- Method of access is via dedicated facilities
- Method of access is via switched facilities
- Private Line services (Channel Services)  
(For ex. 1.544 ms., DS-3, etc)
- Travel Service
- Method of access is 950
- Method of access is 800
- 900 service
- Operator Services
- Available to presubscribed customers
- Available to non presubscribed customers (for example to patrons of hotels, students in Universities, patients in hospitals)
- Available to inmates

Services included are:

- Station assistance
- Person to Person assistance
- Directory Assistance
- Operator verify and interrupt
- Conference Calling
- Other: Voice Mail

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

I+

14. What services will the applicant offer to other certified telephone companies:

**Applicant will not offer services to other certificated telephone companies.**

- |                          |                         |                          |            |
|--------------------------|-------------------------|--------------------------|------------|
| <input type="checkbox"/> | Facilities.             | <input type="checkbox"/> | Operators. |
| <input type="checkbox"/> | Billing and Collection. | <input type="checkbox"/> | Sales.     |
| <input type="checkbox"/> | Maintenance.            |                          |            |
| <input type="checkbox"/> | Other:_____             |                          |            |

15. Do you have a marketing program?

**Yes**

16. Will your marketing program:

- Pay commissions?
- Offer sales franchise?
- Offer multi-level sales incentives?
- Offer other sales incentives?

17. Explain any of the offers checked above (To whom, what amount, type of franchise, etc.

**Applicant shall pay commissions to its sales representatives.**

18. Who will receive the bills for your services (Check all that apply)?

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

19. Please provide the following (if applicable):

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

**YES**

**\*\*APPLICANT ACKNOWLEDGEMENT STATEMENT\*\***

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

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
Marvin Keeling, President

**ATTACHMENTS:**


**\*\*APPENDIX B\*\***

**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

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

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

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

  
\_\_\_\_\_  
Marvin Keeling

\_\_\_\_\_  
President

\_\_\_\_\_  
Date



# GREAT LAKES TELECOMMUNICATIONS CORP.

Florida P.S.C. Tariff No. 1  
Original Page No. 1

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## FLORIDA TELECOMMUNICATIONS TARIFF

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services within the State of Florida by GREAT LAKES TELECOMMUNICATIONS CORP. This tariff is on file with the Florida Public Service Commission, and copies may also be inspected, during normal business hours, at the following location: Great Lakes Telecommunications Corp., 1701 Golf Road, Tower 2, Suite 111, Rolling Meadows, Illinois 60008.

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Issued: May 17, 1993

Effective:

Issued by: Marvin Keeling, President  
1701 Golf Road  
Tower 2, Suite 111  
Rolling Meadows, IL 60008

# GREAT LAKES TELECOMMUNICATIONS CORP.

Florida P.S.C. Tariff No. 1  
Original Page No. 3

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## CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

### CONCURRING CARRIERS:

No Concurring Carriers

### CONNECTING CARRIERS:

No Connecting Carriers

### OTHER PARTICIPATING CARRIERS:

No Participating Carriers

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TARIFF FORMAT

Page Numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially and from time to time new pages may be added to the tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.

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).1.
- 2.1.1.A.1.(a).1.(i).
- 2.1.1.A.1.(a).1.(i).(1).

Check Sheets - When a Tariff filing is made with the FPSC, an updated check sheet accompanies the Tariff filing. The check sheet lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision, all revisions made in a given filing are designed by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it. The Tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the FPSC.

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EXPLANATION OF SYMBOLS

- (D) To signify discontinued material
- (I) To signify a rate or charge increase
- (M) To signify material relocated without change in text or rate
- (N) To signify new material
- (R) To signify a reduction
- (T) To signify a change in text but no change in rate or regulation

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# GREAT LAKES TELECOMMUNICATIONS CORP.

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# GREAT LAKES TELECOMMUNICATIONS CORP.

Florida P.S.C. Tariff No. 1  
Original Page No. 10

## 1. DEFINITION OF TERMS

For the purpose of this Tariff, the following definitions will apply:

### Access Coordination

Provides for the design, ordering, installation, coordination, pre-service testing, service turn up and maintenance on a Company or Customer provided Local Access Channel.

### Administrative Change

A change in Customer billing address or contact name.

### Alternate Access

Alternate Access is a form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special tariff if permitted by applicable governmental rules.

### Application for Service

A standard Company order form which includes all pertinent billing, technical and other descriptive information which will enable the Company to provide a communication Service as required.

### ASR

ASR (Access Service Request) means an order placed with a Local Access Provider for Local Access.

### Authorized User

A person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

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# GREAT LAKES TELECOMMUNICATIONS CORP.

Florida P.S.C. Tariff No. 1  
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## Company Recognized National Holidays

The following are Company Recognized National Holidays determined at the location of the originator of the Call.

The Company observes the following federally recognized holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
July 4th, Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

The evening rate is used unless a lower rate would normally apply. When a Call begins in one rate period and ends in another, the rate in effect in each rate period applies to the portion of the Call occurring within that rate period. In the event that a minute is split between two rate periods, the rate in effect at the start of that minute applies.

## Customer

The person, firm, corporation or governmental unit which orders Service and which is responsible for the payment of charges and for compliance with the Company's Tariff regulations. A Customer is considered to be an account for billing purposes. The term Customer also includes an entity that remains presubscribed to the Company Service after its account(s) are removed from the Company's billing system, subsequently continues to use Company's network, and is billed by a local exchange carrier for such use, or otherwise uses Service for which no other Customer is obligated to compensate Company.

## Customer Premises/Customer's Premises

Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

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# GREAT LAKES TELECOMMUNICATIONS CORP.

Florida P.S.C. Tariff No. 1  
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## DCS

DCS means Digital Cross-Connect System.

## Dedicated Access/Special Access

Dedicated Local Access between the Customer's Premises or serving wire center and the Company's Point-of-Presence for origination or termination of Calls.

## DS-0

DS-0 means Digital Signal Level 0 Service and is a 64 Kbps signal.

## DS-1

DS-1 means Digital Signal Level 1 Service and is a 1.544 Mbps signal.

## DS-0 with VF Access

DS-0 Service with VF Local Access facilities provides for the transmission of analog voice and/or data within 300 Hz to 3000 Hz frequency range.

## DS-0 with DDS Access

DS-0 Service with VF Local Access facilities provides for the transmission of digital data at speeds 2.4, 4.8, 9.6 or 56 Kbps.

## Due date

The Due Date is the date on which payment is due.

## Exemption Certificate

A written Customer designation which certifies that its dedicated facility should be exempted from the monthly Special Access Surcharge because the Service:

- (a) terminates on a device incapable of connecting the Company's network with the local exchange network; or

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# GREAT LAKES TELECOMMUNICATIONS CORP.

Florida P.S.C. Tariff No. 1  
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## Interexchange Service

Interexchange Service means that portion of a communications channel between a Company-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

## Interruption

Interruption shall mean a condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Company that such Service is inoperative and ending at the time of restoration.

## Kpbs

Kilobits per second.

## LATA (Local Access Transport Area)

A geographical area established for the provision and administration of communications Service of a local exchange company.

## Local Access

Local Access means the Service between a Customer Premises and a Company designated Point-of-Presence.

## Local Access Provider

Local Access Provider means an entity providing Local Access.

## Local Exchange Carrier (LEC)

The local telephone utility that provides telephone exchange services.

## Mbps

Megabits per second.

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# GREAT LAKES TELECOMMUNICATIONS CORP.

Florida P.S.C. Tariff No. 1  
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## Multiplexing

Multiplexing, or "mixing", is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.

N/A

Not available.

N/C

No charge.

## Nonrecurring Charges

Nonrecurring Charges are one-time charges.

## Payment Method

The manner which the Customer designates as the means of billing charges for Calls using the Company's Service.

## Physical Change

The modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change or retermination.

## Point-of-Presence (POP)

A Company-designated location where a facility is maintained for the purpose of providing access to its Service.

## Primary Route

The route which, in the absence of Customer-designated routing or temporary re-routing, would be used by the Company in the provision of Service.

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# GREAT LAKES TELECOMMUNICATIONS CORP.

Florida P.S.C. Tariff No. 1  
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## Special Promotional Offerings

Special trial offerings, discounts, or modifications of its regular Service offerings which the Company may, from time to time, offer to its Customers for a particular Service. Such offerings may be limited to certain dates, times, and locations.

## Start of Service Date

The Requested Service Date or the date Service first is made available by the Company whichever is later.

## Tariff

The current Intrastate Services Tariff and effective revisions thereto filed by the Company with the Florida Public Service Commission.

## Transmission Speed

Date transmission speed or rate, in bits per seconds (bps).

## Twelve O'Clock

In designated time, 12:00 a.m. refers to 12:00 Midnight and 12:00 p.m. refers to 12:00 Noon.

## Two-Way Conversation

A Two-Way Conversation is a telephone conversation between or among two or more parties.

## VF

VF is voice frequency or voice-grade Service designed for private-line Service. Normal transmission is in the 300 hertz to 3000 hertz frequency band.

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# GREAT LAKES TELECOMMUNICATIONS CORP.

Florida P.S.C. Tariff No. 1  
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## 2. RULES AND REGULATIONS

### 2.1. Description and Limitations of Services

- 2.1.1. Intrastate Telecommunications Service ("Service") is the furnishing of Company communication Services contained herein between specified locations under the terms of this Tariff.
- 2.1.2. Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service: (A) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment and refuses to comply with the deposit requirements set forth in Section 2.8.3, (B) in circumstances in which the Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or (C) if insufficient facilities are available to provide the Service (in such cases Company shall make best efforts to accommodate the needs of all potential Customers by means of facility improvements or purchases, of capacity, if such efforts will, in the Company's opinion, provide the Company with a reasonable return on its expenditures), but only for so long as such unavailability exists.
- 2.1.3. Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for Service requirements, such as special routing, Diversity, Alternate Access, or circuit conditioning.
- 2.1.4. Service is offered in equal access exchanges subject to the availability of facilities and the provisions of this Tariff. Company reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- 2.1.5. Service may be discontinued after five business days written notice to the Customer if:
- 2.1.5.A. the Customer is using the Service in violation of this Tariff; or
  - 2.1.5.B. the Customer is using the Service in violation of the law or Commission regulation.

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# GREAT LAKES TELECOMMUNICATIONS CORP.

Florida P.S.C. Tariff No. 1  
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equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

- 2.2.4. A Customer shall not use any servicemark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.2.5. In the event suit is brought or any attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.
- 2.2.6. The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.
- 2.2.7. The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge or other recurring charge or Nonrecurring Charge for both intrastate and interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge.
- 2.2.8. Service requested by Customer and to be provided pursuant to this Tariff shall be requested on Company Service Order forms in effect from time to time or Customer's forms accepted in writing by an authorized headquarters representative of the Company (collectively referred to as "Service Orders").
- 2.2.9. If an entity other than the company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a Service that entity's charges will be passed through to the Customer also.
- 2.2.10 The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written notice of termination by either Company or Customer as of a date not less than

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# GREAT LAKES TELECOMMUNICATIONS CORP.

Florida P.S.C. Tariff No. 1  
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execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder shall not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.

- 2.3.6. The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all time in full force and effect until modified in writing.
- 2.3.7. The Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in Service (collectively "Defects"). Defects caused by or contributed to, directly or indirectly, by any act or omission of Customer or its customers, affiliates, agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, or sold by third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR BUSINESS INTERRUPTION, FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. THE COMPANY'S LIABILITY, IF ANY, WITH REGARD TO THE DELAYED INSTALLATION OF THE COMPANY'S FACILITIES OR COMMENCEMENT OF SERVICE SHALL NOT EXCEED \$1,000. THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE OR ANY DEFECT IN THE SERVICE WHATSOEVER, NEITHER COMPANY NOR ANY AFFILIATED OR UNAFFILIATED THIRD PARTY, THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY

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to which the matter is appeal, the Federal Communications Commission, or other local, state or federal government authority.

## 2.5. Cancellation for Cause by the Company

2.5.1. Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon five business days written notification to the Customer, except in extreme cases, without incurring any liability, immediately discontinue the furnishing of such Service. The written notice may be separate and apart from the regular monthly bill for service. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.

2.5.2. Without incurring any liability, the Company may discontinue the furnishing of Service(s) to a Customer upon five business days written notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services under the following circumstances, except under extreme cases where the customer may be disconnected immediately and without notice:

2.5.2.A. if the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications Services or its planned use of Service(s);

2.5.2.B. if the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Customer communications Services, or its planned use of the Company Service(s);

2.5.2.C. if the Customer states that it will not comply with a request of the Company for reasonable security for the payment for Service(s);

2.5.2.D. if the Customer has been given five business days written notice in a separate mailing by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's communications Services to which the Customer either subscribes or had subscribed or used;

2.5.3.E. in the event of unauthorized use.

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- 2.5.3.F. Following the disconnection of service for any of these reasons, the Company or the local exchange utility acting as Company agent, will notify the telephone end user/customer that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where an end user/customer can obtain additional information. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the end user's/customer's last known address and in compliance with the Commission's rules.
- 2.5.4. The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.
- 2.6. Credit Allowance
- 2.6.1. Credit allowance for the interruption of Service is subject to the general liability provisions set forth in this Tariff. Customers shall receive no credit allowance for the interruption of service which is due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. The Customer should notify the Company when the Customer is aware of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission within Customer's control, or is not in wiring or equipment, if any, furnished by the Customer in connection with the Company's Services.
- 2.6.2. No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3. No credit shall be allowed:
- 2.6.3.A. For failure of services or facilities of Customer; or
- 2.6.3.B. For failure of services or equipment caused by the negligence or willful acts of Customer.
- 2.6.4. Credit for an interruption shall commence after Customer notifies Company of the interruption and ceases when services have been restored.

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- 2.6.5. Credits are applicable only to that portion of Service interrupted.
- 2.6.6. For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.7. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.6.8. The Customer shall be credited for an interruption of two hours or more at a rate of 1/720th of the monthly recurring charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

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

"A" = outage time in hours

"B" = total monthly charge for affected facility

## 2.7. Use of Service

- 2.7.1 The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.3. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.
- 2.7.2. Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User shall be permitted to use such Service in the same manner as the Customer, but subject to the following:

2.7.2.A. One joint user or Authorized User must be designated as the Customer.

2.7.2.B. All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User which has been designated as the Customer will be billed for all components of the

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whom the Company believes an advance payment is necessary, 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, if necessary, a new advance payment will be collected for the next month, not to exceed two months in total.

- 2.8.4. Disputes with respect to charges must be presented to the Company in writing within thirty days from the date the invoice is rendered or such invoice will be deemed to be correct and binding on the Customer.
- 2.8.5. If a LEC has established or establishes a Special Access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.
- 2.8.6. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- 2.8.7. Customers may receive a discount for early payment.
- 2.9. Assignment
  - 2.9.1. The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.
- 2.10. Taxes
  - 2.10.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.
  - 2.10.2 If at any future time a municipality acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the end users receiving service within the territorial limits of such municipality. Such billing shall

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allocate the tax, fee or charge among end users uniformly on the basis of each end user's monthly charges for the types of service made subject to such tax, fee or charge.

- 2.10.3 If at any future time a county or other local taxing authority acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the end users receiving service within the territorial limits of such county or other taxing authority. Such billing shall allocate the tax, fee or charge among end users uniformly on the basis of each end user's monthly charges for the types of service made subject to such tax, fee or charge.
- 2.10.4 When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on interstate or intrastate receipts are imposed by certain taxing jurisdictions upon the Company or upon local exchange companies and passed on to the Company through or with interstate or intrastate access charges, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated basis. The amount of charge that is prorated to each Customer's bill is determined by the interstate or intrastate telecommunications service provided to and billed to an end user/customer service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax or fee imposed upon or passed on to the Company.
- 2.11. Method for Calculation of Airline Mileage

- 2.11.1 The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's Tariff F.C.C. No. 10 to the following formula:

$$\frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

where V1 and H1 correspond to the V&H coordinates of City 1 and V2 and H2 correspond to the V&H coordinates of City 2.

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Example:

	<u>V</u>	<u>H</u>
City 1	5004	1406
City 2	5987	3424

---

$$\frac{(5004-5987)^2 + (1406-3424)^2}{10}$$

The result is 709.83 miles. Any fractional miles are rounded to the next higher whole number; therefore, the air-line mileage for this example is 710 miles.

## 2.12. Time of Day Rate Periods

2.12.1 Time of Day Rate Periods are determined by the time of day at the location of the Calling station.

The rates shown in Section 4 apply as follows:

DAY: From 8:01 AM to 5:00 PM Monday - Friday

EVENING: From 5:01 PM to 11:00 PM Monday - Friday and Sunday

NIGHT/

WEEKEND: From 11:01 PM to 8:00 AM Everyday

From 8:01 AM to 11:00 PM Saturday

From 8:01 AM to 5:00 PM Sunday

## 2.13. Special Customer Arrangements

2.13.1 In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special Services not offered under this Tariff, the Company, at this option, may provide the requested Services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

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will be refundable to the customer. The Company will determine that a call has been established by signal from the local telephone company.

3.4.2. Duration of Company calls are expressed in 6-second increments and subject to a minimum connect time of 30-seconds, and billed in 6-second increments thereafter. All Calls are rounded to the next highest 6-seconds period.

#### 3.5. Minimum Call Completion Rate

3.5.1. A Customer can expect a call completion rate of not less than 90% during peak use periods for all Feature Group D services.

### 4. RATE SCHEDULES

#### 4.1. Usage Rates

4.1.1. The following are the maximum per minute usage charges which apply to all calls. These charges are in addition to the Non-recurring Charges and Recurring Charges referred to in Sections 4.6 through 4.8 hereafter.

#### 4.2. Switched Inbound Usage Rates

4.2.1. Switched inbound service permits inward calling (via 800 codes) to a specific location utilizing premium switched, Feature Group D access on both ends.

##### BUSINESS DAY

Rate Per Minute

.2128

##### EVENING

Rate Per Minute

.2188

##### NIGHT

Rate Per Minute

.2128

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## 4.3. Dedicated Inbound Usage Rates

- 4.3.1. Dedicated inbound service permits inward calling (via 800 codes) to a specific location featuring the use of a dedicated, special access type connection on the terminating end.

### BUSINESS DAY

Rate Per Minute

.1507

### EVENING

Rate Per Minute

.1170

### NIGHT

Rate Per Minute

.1013

## 4.4. Switched Outbound Usage Rates

- 4.4.1. Switched outbound services permits outward calling utilizing premium switched Feature Group D access on both the originating and terminating ends.

### BUSINESS DAY

<u>Mileage</u>	<u>Initial 18 Seconds</u>	<u>Additional 6 Seconds</u>
0 - 292	0.10000	0.0196
293 - 430	0.1178	0.0211
431 +	0.1356	0.0234

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## **EVENING/NIGHT/WEEKEND**

<b>Mileage</b>	<b>Initial 18 Seconds</b>	<b>Additional 6 Seconds</b>
0 - 292	0.0800	0.0156
293 - 430	0.0942	0.0168
431 +	0.1084	0.0187

### 4.5. Dedicated Outbound Usage Rates

- 4.5.1. Dedicated outbound service permits outward calling to stations in diverse service areas. Dedicated outbound service is distinguished from other services by the existence of a dedicated, special access connection on one end.

## **BUSINESS DAY**

<b>Mileage</b>	<b>Initial 18 Seconds</b>	<b>Additional 6 Seconds</b>
0 - 292	0.0800	0.0145
293 - 430	0.0944	0.0162
431 +	0.1161	0.0187

## **EVENING/NIGHT/WEEKEND**

<b>Mileage</b>	<b>Initial 18 Seconds</b>	<b>Additional 6 Seconds</b>
0 - 292	0.0600	0.0108
293 - 430	0.0708	0.0121
431 +	0.0870	0.0140

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## 4.10. Special Promotional Offering

4.10.1 The Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage when approved by FPSC. Company will not have special promotional offerings for more than 90 days in any 12 month period. In all such cases, the rates charged will not exceed those specified in Section 4 hereof.

## 4.11. Emergency Calls

4.11.1 Customer shall configure its PBX or other switch vehicle from which a customer places a call so that 911 emergency calls, where available, and similar emergency calls will be automatically routed to the emergency answering point for the geographical location where the call originated without the intervention of Company.

4.11.1.A. 911 calls are not routed but are completed through the local network. No billing applies to emergency calls.

## 4.12.1 Discounts for hearing and Speech Impaired Persons

4.12.1 Intrastate Toll Message rates for Telecommunications Devices for the Deaf (TAD) users shall be the evening rates for daytime calls and night rates for evening and night calls.

4.12.2 Effective June 1, 1992, for calls using the Florida relay system, discounts for hearing impaired and dual sensory impaired persons shall be 50% and 60% respectively, of the otherwise applicable rate.

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Via Federal Express

June 7, 1993

Mr. Thomas E. Williams, III  
Florida Public Service Commission  
Division of Administration, Room G-50  
101 East Gaines Street  
Tallahassee, Florida 32399-0866

Re: GREAT LAKES TELECOMMUNICATIONS CORP.

Dear Mr. Williams:

Enclosed for filing please find an original and twelve (12) copies of the above captioned corporation's APPLICATION FORM for AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICES WITHIN THE STATE OF FLORIDA, along with a check in the amount of \$250.00 to cover filing fees relating to same.

Also enclosed is an exact duplicate of this letter which I request you to stamp received and return to the undersigned in the self-addressed stamped envelope attached thereto.

Thank you in advance for your professional courtesy. Please direct all questions relating to this filing to the writer.

Should you have any questions, please advise.

**EARLY, LENNON, PETERS  
& CROCKER, P.C.**

6596

ATTORNEYS AT LAW  
900 COMERICA BLDG  
KALAMAZOO, MI 49007

June 21 19 93

PAY  
TO THE  
ORDER OF

Florida Public Service Commission

\$ 250.00

Two Hundred Fifty and no/100----- DOLLARS

Comerica Bank

Kalamazoo, Michigan

FOR 5360-1