950866-TI

#### FLORIDA PUBLIC SERVICE COMMISSION

APPLICATION FORM DEPOSIT TREAS. REC. DATE

for

0185

- JUL 21 9°

#### AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICE WITHIN THE STATE OF FLORIDA

| This is an application for (check one):  (X) Original Authority (New company).  () Approval of Transfer (To another certificated company).  () Approval of Assignment of existing certificate (To |
|---|
| a noncertificated company).   |
| The legal name of the applicant:  |
| Bel-Save, Inc.  |
| Name under which the applicant will do business: Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.   |
| Bel-Save, Inc.  |
| Florida address (including street name & number, post office box, city, state and zip code).  |
| None.   |
| National address (including street name & number, post office box, city, state and zip code).   |
| 348 High Street (Rear)<br>Pottstown, PA 19464   |
| Structure of organization; ( ) Individual ( ) Corporation (X) Foreign Corporation ( ) General Partnership ( ) Limited Partnership ( ) other,  |
|   |
|   |

DOCUMENT NUMBER - DATE

07002 JUL 20 8

7. 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.

#### N/A

 If incorporated, give name, titles and addresses of the directors, chief officers and ten largest stockholders.

#### Chief Officers

| 1. | Jeffrey M. Earhart     | President      |
|----|------------------------|----------------|
| 2. | Terrence T. Baird      | Vice President |
| 3. | Lawrence Henry Baird   | Treasurer      |
| 4  | Jackie O'Neal Cook Jr. | Secretary      |

#### Directors

| Jeffrey M. Earhart,    | President      |
|------------------------|----------------|
| Jackie O'Neal Cook Jr. | Secretary      |
| Lawrence H. Baird      | Treasurer      |
| Terrence T. Baird      | Vice President |

#### Ten Largest Stockholders

| Jeffrey M. Earhart     | 25% |
|------------------------|-----|
| Jackie O'Neal Cook Jr. | 25% |
| Lawrence H. Baird      | 20% |
| Terrence T. Baird      | 10% |
| Kathleen M. Brooker    | 10% |
| Gregory M. Baird       | 10% |

- 9. If incorporated, please give:
  - (a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

Attached as Exhibit 1

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

CT Corporation System 1200 South Pine Island Road Plantation, FL 33324

10. Information as to whether any of the officers or directors have been 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.

11. Indicate if any of the officers, directors, partners or stockholders have previously been and/or currently are an officer, director, partner or stockholder in any other Florida certificated telephone company.

No.

(a) If yes, give name of company and relationship.

(b) If no longer associated with company, give reason why not.

N/A

N/A

- 12. List the states in which the applicant:
  - (a) Has operated as an interexchange carrier.

None.

(b) Has applications pending to be certificated as an interexchange carrier.

None.

(c) Is certificated to operate as an interexchange carrier.

None.

(d) Has been denied authority to operate as an interexchange carrier 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.

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

(a) The application:

Neal Cook
348 High Street (Rear)
Pottstown, PA 19464

610-327-4513

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

> Neal Cook 348 High Street (Rear) Pottstown, PA 19464 610-327-4513

(c) Tariff:

Neal Cook 348 High Street (Rear) Pottstown, PA 19464 610-327-4513

(d) Complaints/Inquiries from customers:

Raymond Battistini 348 High Street (Rear) Pottstown, PA 19464 610-327-4515 The applicant will provide the following interexchange carrier services (Check all that apply): MTS with distance sensitive per minute rates \_X\_ 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 is FGB Method of access is FGD 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 Method of access is 800 MTS for pay telephone service providers Block-of-time calling plan (Reach out Florida, Ring America, etc.) X 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 mbs., DS-3, etc.) Travel Service Method of access is 950 Method of access is 800 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

| 15. | What does the end user dial for each of the interexchange carrier services that were checked in question 14? |
|-----|--|
|     | 1 + area code + phone number   |
| 16. | What services will the applicant offer to other certificated telephone companies:                            |
|     | <ul><li>( ) Facilities.</li><li>( ) Operators.</li><li>( ) Billing and Collection.</li></ul>                 |
|     | <ul><li>() Billing and Collection.</li><li>() Sales.</li><li>() Maintenance.</li></ul>                       |
|     | ( ) other:   |
| 17. | Will your marketing program:   |
|     | ( ) Pay commissions?   |
|     | <ul><li>( ) Offer sales franchises?</li><li>( ) Offer multi-level sales incentives?</li></ul>                |
|     | ( ) Offer other sales incentives?  |
| 18. | Explain any of the offers checked above (To whom, what amount, type of franchise, etc.).                     |
|     |  |
| 19. | Who will receive the bills for your service (Check all that apply)?  |
|     | ( ) Residential customers.   |
|     | (X) Business customers. ( ) PATS providers.  |
|     | <ul><li>( ) PATS station end-users.</li><li>( ) Hotels &amp; motels.</li></ul>                               |
|     | ( ) Hotels & motel guests.   |
|     | <ul><li>( ) Universities.</li><li>( ) University dormitory residents.</li></ul>                              |
|     | ( ) Other: (specify)   |
| 20. | Provide the name and address of the firm who will bill for your service.                                     |
|     | AT&T/ACUS  |
| 21. | Will the name of your company appear on the bill for your services, and if not, why?                         |
|     | Yes.   |
|     |  |
|     |  |

22. Who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided?

AT&T/ACUS via 1-800-562-4230. This name and number will also appear on the bill.

23. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by commission Rule 25-24.485 (example enclosed).

Attached as Exhibit 2.

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

- 1. REGULATORY ASSESSMENT FEE: I understand that all telephone companies must pay a regulatory assessment fee in the amount of one-eighth 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 \$25 is required.
- GROSS RECEIPTS TAX: I understand that all telephone companies must pay a gross receipts tax of one and onehalf percent on all intra and interstate business.
- SALES TAX: I understand that a six percent sales tax must be paid on intra and interstate revenues.
- 4. LEC BYPASS RESTRICTIONS: I acknowledge the Commission's policy that interexchange carriers shall not construct facilities to bypass the LECs without first demonstrating to the Commission that the LEC cannot offer the needed facilities at a competitive price and in a timely manner.
- 5. 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.
- 6. ACCURACY OF APPLICATION: By my signature below, I attest to the accuracy of the information contained in this application and associated attachments.

Jerrey M. Earhart President

Date: 4-78-85

ATTACHMENTS

A - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS B - INTRASTATE NETWORK

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

### 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):

- 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.)

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

#### INTRASTATE NETWORK

 POP: Addresses where located, and indicate if owned or leased.

1) N/A 2)

3) 4)

SWITCHES: Address where located, by type of switch, and indicate if owned or leased.

1) 2)

3)

 TRANSMISSION FACILITIES: Pop-to-Pop facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.

POP-to-POP TYPE OWNERSHIP

1)

2)

- 4. ORIGINATING SERVICE: Please provide the list of exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate (Appendix D).
- 5. TRAFFIC RESTRICTIONS: Please explain how the applicant will comply with the EAEA requirements contained in Commission Rule 25-24.471 (4) (a) (copy enclosed).

Bel-Save, Inc. will comply with the requirements of Commission Rule 25-24.471(4)(a). Specifically, for IntraEAEA traffic Bel-Save, Inc. relies exclusively on the transmission facilities provided by the local exchange company and/or compensates the LEC in conformance with the requirements set out in Order No. 2484.

- 6. CURRENT FLORIDA INTRASTATE SERVICES: Applicant has or has not (X) previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:
  - a) What services have been provided and when did these services begin?
  - b) If the services are not currently offered, when were they discontinued?

Jeffrey M. Earhart President

Date: 1/28/97

# EXHIBIT I Certificate of Authority



#### FLORIDA DEPARTMENT OF STATE Sandra B. Mortham Secretary of State

June 13, 1995

CT CORPORATION SYSTEM

Qualification documents for BEL-SAVE, INC. were filed on June 13, 1995, and assigned document number F95000002857. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

A corporation annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (904) 487-6091, the Foreign Qualification/Tax Lien Section.

Letter Number: 395A00028930

Jennifer Sindt Document Examiner Division of Corporations EXHIBIT II

Proposed Tariff

#### TITLE SHEET

#### INTEREXCHANGE TELECOMMUNICATIONS TARIFF OF FLORIDA BEL-SAVE, INC.

This tariff is filed in accordance with the Florida Public Service Commission. All services contained in this tariff are competitive.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for interexchange telecommunications services provided by Bel-Save, Inc. within the State of Florida. This tariff is on file with the Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business, at 348 High Street (Rear), Pottstown, PA 19464.

Issued: June 27, 1995

Jeffrey M. Earhart - President Bel-Save, Inc.

348 High Street (Rear) Pottstown, PA 19464

Effective:

Issued By:

#### CHECK SHEET

Sheets 1 through 23, inclusive, of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of this page.

| SHEET                                | REVISION                               |
|--------------------------------------|--|
| 1                                    | Original 1                             |
| 2                                    | Original 2                             |
| 1<br>2<br>3<br>4<br>5<br>6<br>7<br>8 | Original 3<br>Original 4<br>Original 5 |
| 4                                    | Original 4                             |
| 5                                    | Original 5                             |
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| 22                                   | Original 22                            |
| 23                                   | Original 23                            |
|                                      |  |

Issued: June 27, 1995

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Effective:

Jeffrey M. Earhart - President Bel-Save, Inc.

348 High Street (Rear) Pottstown, PA 19464

Tariff No. 1 Original Sheet 3

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#### SYMBOLS

The following symbols are used for the purposes indicated below:

- \* Indicates new or revised tariff sheet included with this filing.
- D Delete or discontinue.
- I Increase to a rate.
- Moved from another tariff location.
- N New.
- R Reduction to a rate.
- T Change in text but no change in rate or regulation.

#### 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 Florida Public Service Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Florida Public Service Commission follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff in effect. Consult the Check Sheet for the sheet currently in effect.

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#### TARIFF FORMAT, Con't.

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

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

Issued: June 27, 1995

Issued: June 27, Issued By: 5 Effective: Jeffrey M. Earhart - President

Bel-Save, Inc.

348 High Street (Rear) Pottstown, PA 19464

#### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to a Bel-Save, Inc. switching center or point of presence.

Account Codes - Optional, customer defined digits that allow the customer to identify the individual user, department, or client associated with a call.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service.

Call - A completed connection established between a calling station and one or more called stations.

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

Company or Carrier - Bel-Save, Inc. unless otherwise clearly indicated by the context.

Day - From 8;00 a.m. up to but not including 5:00 p.m. local time Monday through Friday.

Evening - From 5:00 p.m. up to but not including 11:00 p.m. local time Sunday through Friday.

FPSC - Florida Public Service Commission

Holidays - The Company observes the following holidays for specific products: New Years Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Bel-Save, Inc. - Used throughout this tariff to mean Bel-Save, Inc., unless clearly indicated otherwise by the text.

LEC - Local Exchange Company.

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Tariff No. 1 Original Sheet 7

#### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CON'T.

Night/Weekend - From 11:00 p.m. up to but not including 8:00 a.m. Sunday through Friday, and 8:00 a.m. Saturday up to but not including 5:00 p.m. Sunday.

Special Access Origination - Where originating access between the customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the end user.

Switched Access Origination - Where originating 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.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

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#### SECTION 2 - RULES AND REGULATIONS

#### 2.1 Undertaking of Bel-Save, Inc.

Bel-Save, Inc.'s services and facilities are furnished for communications originating at specified points within the State of Florida under terms of this tariff.

Bel-Save, Inc. undertakes to provide the services offered in this tariff in accordance with the terms and conditions set forth under this tariff. Bel-Save, Inc. 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 Bel-Save, Inc. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

#### 2.2 Limitations

- 2.2.1 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.
- 2.2.2 Bel-Save, Inc. reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 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.

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#### SECTION 2 - RULES AND REGULATIONS, CON'T.

#### 2.2 Limitations, Con't.

- 2.2.4 All facilities provided under this tariff are directly controlled by Bel-Save, Inc. and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

#### 2.3 Use

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

#### 2.4 Liabilities of the Company

- 2.4.1 Bel-Save, Inc. 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 an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.4.2 The Company shall not be liable for 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

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#### SECTION 2 - RULES AND REGULATIONS, CON'T.

#### 2.4 Liabilities of Company, Con't.

- 2.4.2 (continued)
  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.
- The Company shall not be liable for, and shall 2.4.3 be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, or service tradename, mark, interference with competition, misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity of the material, arising out information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by installation, maintenance, location, the condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- 2.4.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

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#### SECTION 2 - RULES AND REGULATIONS, CON'T.

#### 2.5 Deposits

The Company does not require a deposit from the Customer.

#### 2.6 Advance Payments

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

#### 2.7 Taxes

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.

#### 2.8 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key system, or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. 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 the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

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#### SECTION 2 - RULES AND REGULATIONS, CON'T.

#### 2.9 Installation

Service is installed upon mutual agreement between the Customer and the Company.

#### 2.10 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by Bel-Save, Inc. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Terms of payment shall be according to the rules and regulations of the billing agent and subject to the rules of regulatory agencies, such as the Florida Public Service Commission. Any objections to billed charges must be reported to the Company or its billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

#### 2.11 Cancellation by Customer

Customer may cancel service by providing 30 days written noticed to the Company.

#### 2.12 Interconnection

Service furnished by Bel-Save, Inc. may be connected with the services or facilities of other carriers. Such service or facilities, if used, 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 Bel-Save, Inc. service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

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#### SECTION 2 - RULES AND REGULATIONS, CON'T.

#### 2.13 Refusal or Discontinuance by Company

Bel-Save, Inc. may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer will be given 15 days notice to comply with any rule or remedy any deficiency:

- (a) For non-compliance with or violation of any State, municipal, or Federal law, ordinance, or regulation pertaining to telephone service.
- (b) For the use of telephone service for any other property or purpose other than that described in the application.
- (c) For neglect or refusal to provide reasonable access to the Bel-Save, Inc. or its agents for the purpose of inspection and maintenance of equipment owned by Bel-Save, Inc. or its agents.
- (d) For noncompliance with or violation of Commission regulations or Bel-Save, Inc. rules and regulations on file with the Commission, provided five (5) days' written notice is given before termination. The written notice shall be separate and apart from the regular monthly bill for service.
- (e) For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases.
- (f) Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect Bel-Save, Inc. equipment or service to others.
- (g) Without notice in the event of tampering with the equipment or services owned by Bel-Save, Inc. or its agents.

Issued: June 27, 1995

Effective:

Issued By:

#### SECTION 2 - RULES AND REGULATIONS, CON'T.

#### 2.13 Refusal or Discontinuance by Company, (Con't)

- (h) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Bel-Save, Inc. may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- (i) Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits carrier from furnishing such services.
- (j) For periods of inactivity over sixty (60) days.

#### 2.14 Interruption of Service

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, 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 and connected to Carrier's terminal. Interruptions caused Customer-provided or Carrier-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the customer has the option of using the long distance network via local exchange company access.

Issued: June 27, 1995

Effective:

Issued By:

#### SECTION 2 - RULES AND REGULATIONS, CON'T.

#### 2.15 Inspection, Testing, and Adjustment

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

#### 2.16 Tests, Pilots, Promotional Campaigns and Contests

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

These promotions will be approved by the Florida Public Service Commission with specific starting and ending dates with promotions running under no circumstances longer than 90 days in any 12 month period.

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Jeffrey M. Earhart - President Bel-Save, Inc. 348 High Street (Rear) Pottstown, PA 19464

Issued By:

#### SECTION 2 - RULES AND REGULATIONS, CON'T.

#### 2.17 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier including legal and accounting expenses. Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

#### 2.18 Late Fee

A late fee of 1.5% monthly will be charged on any past due balances beginning 30 days from the mailing date of the bill.

#### 2.19 Return Check Charges

A fee of \$15.00, or five percent of the amount of the check, whichever is greater, will be charged for each check returned for insufficient funds.

#### 2.20 Reconnection Charge

A reconnection fee of \$25.00 per occurrence is charged when service is re-established for customers who have been disconnected for non-payment.

#### 2.21 Routing of 0- and 0+ Calls

All 0- and 0+ intraLATA calls will be routed to the local exchange company.

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#### SECTION 3 - DESCRIPTION OF SERVICE

#### 3.1 Timing of Calls

- 3.1.1 Long distance usage charges are based on the actual usage of Bel-Save, Inc. network. Chargeable time begins when a connection is established between the calling station and the called station. Connection is defined as when a called party "picks up" or "answers" an incoming call. Chargeable time ends when either party "hangs up" thereby releasing the network connection.
- 3.1.2 Minimum call duration is specified for each product in Section 4 of this tariff.
- Unless otherwise specified in this tariff, after the initial minimum period usage is beyond the minimum call duration is measured and rounded to the next higher six second increment for billing purposes. The initial minimum period for each product is specified in Section 4 of this tariff.
- 3.1.4 There is no billing applied for incomplete calls.

Tariff No. 1 Original Sheet 19

SECTION 3 - DESCRIPTION OF SERVICE, CON'T.

#### 3.3 Minimum Call Completion Rate

Customers can expect a call completion rate of not less than 90% during peak use periods for all Feature Group D Equal Access 1+services. 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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Pottstown, PA 19464

#### SECTION 4 - RATES

#### 4.1 General

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

Rates vary by mileage band, time of day, call duration and by originating and terminating access type.

Customers are billed based on their use of Bel-Save, Inc. long distance service.

#### 4.2 Contractual offerings

Bel-Save, Inc. may negotiate with customers or prospective customers for the provision of any competitive telecommunications service and may offer or agree to provide such service on such terms and for such rates and charges as it deems reasonable, without regard to this tariff. Within ten (10) days of concluding such agreement, the Company shall file with the Florida Public Service Commission any contract or memorandum of understanding which will include the rates, charges, practices, rules, or regulations applicable to the service.

Tariff No. 1 Original Sheet 21

#### SECTION 4 - RATES, CON'T.

4.3 Schedule A

Intrastate Long Distance Rate Table Standard Switched Access

This rate table applies to customers that access Bel-Save via local exchange company provided switched access.

#### SCHEDULE A

DAYTIME RATES

Rate Mileage Seconds or Fraction Seconds or Fraction

ALL 0.0675 0.0225

EVENING RATES

Rate Mileage Seconds or Fraction Seconds or Fraction

ALL 0.0618 0.0206

NIGHT/WEEKEND RATES

Rate Mileage Seconds or Fraction Seconds or Fraction

ALL 0.0618 0.0206

#### SECTION 4 - RATES, CON'T.

#### 4.4 Schedule B

Intrastate Long Distance Rate Table Special Access

This rate table applies to customers that access Bel-Save via dedicated special access channels. Charges for the special access channel are determined by the special access provider.

#### SCHEDULE B

#### DAYTIME RATES

| Rate Mileage | Initial 18<br>Seconds or Fraction | Each additional 6 Seconds or Fraction |
|--------------|-----------------------------------|---------------------------------------|
| ALL          | 0.0456                            | 0.0152                                |

#### EVENING RATES

| Rate Mileage | Initial 18<br>Seconds or Fraction | Each additional 6<br>Seconds or Fraction |
|--------------|-----------------------------------|--|
| ALL          | 0.0357                            | 0.0119                                   |

#### NIGHT/WEEKEND RATES

| Rate Mileage | Initial 18<br>Seconds or Fraction | Each additional 6<br>Seconds or Fraction |
|--------------|-----------------------------------|--|
| ALL          | 0.0357                            | 0.0119                                   |

#### SECTION 4 - RATES, CON'T.

#### 4.5 Time of Day Rate Periods

Day, evening and night/weekend rates apply for the following products based on the following chart:

|                            | MON | TUES    | WED      | THU     | FRI    | SAT | SUN |
|----------------------------|-----|---------|----------|---------|--------|-----|-----|
| 8:00 AM<br>TO<br>5:00 PM*  |     | DAYTIM  | E RATE I | PERIOD  |        |     |     |
| 5:00 PM<br>TO<br>11:00 PM* |     | EVENING | RATE I   | PERIOD  |        |     | EVE |
| 11:00 PM<br>TO<br>8:00 AM* |     | NIG     | HT/WEEK  | END RAT | E PERI | OD  |     |

<sup>\*</sup> to, but not including

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

Time of day periods associated with other products are described in the rate section of those products.

#### 4.6 Other Charges

Optional Account Codes: \$0.00 per code per month
Initial Installation Fee: \$0.00 per account code Directory Assistance:

\$0.65 per call

95086 -TI

#### FLORIDA PUBLIC SERVICE COMMISSION

# APPLICATION FORM DEPOSIT TREAS, REC. DATE

for ""

- jui 2 i 9'

#### AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICE WITHIN THE STATE OF FLORIDA

This is an application for (check one): 1.

Original Authority (New company).

( ) Approval of Transfer (To another certificated company).

Approval of Assignment of existing certificate (To a noncertificated company).

2. The legal name of the applicant:

Bel-Save, Inc.

Name under which the applicant will do business: Provide 3. proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.

Bel-Save, Inc.

Florida address (including street name & number, post 4 . office box, city, state and zip code).

None.

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

> 348 High Street (Rear) Pottstown, PA 19464

Structure of organization; 6. ( ) Individual

REMITTANCE ADVICE BEL-SAVE, INC. 2527 MT. CARMEL AVENUE 2343 GLENSIDE, PA 19038 00 CHECK AMOUNT DOLLARD CHECK NO.

> MIDLANTIC BANK NORRISTOWN, PENNSYLVANIA

#### State of Florida

Commissioners: SUSAN F. CLARK, CHAIRMAN J. TERRY DEASON JULIA L. JOHNSON DIANE K. KIESLING JOE GARCIA



DIVISION OF RECORDS & REPORTING BLANCA S. BAYO DIRECTOR (904) 413-6770

### Public Service Commission

July 21, 1995

Mr. Neal Cook Bel-Save, Inc. 348 High Street (Rear) Pottstown, Pennsylvania 19464

Dear Mr. Cook:

RE: Docket No. 950865-TI

Application for certificate to provide interexchange telecommunications

service by Bel-Save, Inc.

This will acknowledge receipt of an application for certificate to provide interexchange telecommunications service, which has been filed as of July 20, 1995.

Appropriate staff members will be advised.

by: J. Jackson