



210 N. Park Ave
P.O. Drawer 200
Winter Park, FL
32790-0200

960522-TI

April 22, 1996
OVERNIGHT

Tel: 407-740-8575
Fax: 407-740-0613

Florida Public Service Commission
Division of Administration, Room G-50
101 East Gaines Street
Tallahassee, FL 32399-0850

RE: Initial Application and Tariff of Telec, Inc. for
Authority to Provide Interexchange Telecommunications
Services within the State of Florida.

Dear Sir/Madam:

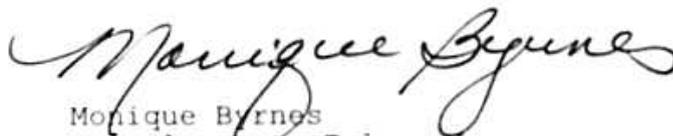
Enclosed for filing are the original and twelve (12) copies
of the above-referenced application of Telec, Inc.

Also enclosed is a Technologies Management, Inc. check in
the amount of \$250 to cover the filing fee.

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 with any questions,
comments or correspondence regarding this application. Thank
you for your assistance.

Sincerely,


Monique Byrnes
Consultant to Telec, Inc.

cc: N. Pyrros, Telec
file: Telec - FL
tms: FL96000

DOCUMENT NUMBER-DATE
04643 APR 23 1996
FPSC-RECORDS/REPORTING

1. This is an application for:

- Original Authority (new company)
- Approval of transfer (to another certificated company)
- Approval of assignment of existing certificate (to a noncertificated company)
- Approval for transfer of control (To another certificated company).

2. Select what 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.
- Alternative Operator Service** - 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.
- Call aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers associated with such aggregated telecommunications business.

3. **Name of corporation, partnership, cooperative, joint venture or sole proprietorship:**

Telec, Inc.
14102 Farley
Redford, MI 48239
Tel: (313) 427-9520
Fax: (313) 427-9373

4. **Name under which the applicant will do business (fictitious name, etc.):**

Telec, Inc.

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

Telec, Inc.
14102 Farley
Redford, MI 48239
Tel: (313) 427-9520
Fax: (313) 427-9373

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

Same as above.

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 applicant is an individual or partnership, please give name, title and address of sole proprietor or partners.**

Not applicable.

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

- (b) **Indicate if the individual or any of the partners have previously been:** Not Applicable.

(1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.

(2) 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 the company, give reason why not.

9. If incorporated, please give:

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

Corporate charter number: See Attachment I

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

See Attachment I

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

Fictitious name registration number: Not applicable.

- (d) Indicate if 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.

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 are involved in proceedings which may result in such action.

- (2) 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 the company, give reason why not.

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

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

(a) The application:

Monique Byrnes
Consultant to Telec, Inc.
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200
Telephone: (407) 740-8575
Facsimile: (407) 740-0613

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

Nicholas Pyrros
Vice President
Telec, Inc.
14102 Farley
Redford, MI 48239
Tel: (313) 427-9520
Fax: (313) 427-9373

(c) Tariff:

Monique Byrnes
Consultant to Telec, Inc.
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200
Telephone: (407) 740-8575
Facsimile: (407) 740-0613

(d) Complaints/Inquiries from customers:

Nicholas Pyrros
Telec, Inc.
14102 Farley
Redford, MI 48239
Tel: (313) 427-9520
Fax: (313) 427-9373

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

Telec provides service in Arizona, Colorado, Michigan, Montana, New Jersey, Utah and Virginia, locations where certification is not been required.

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

The company anticipates filing application in California, Illinois, North Carolina, Ohio, Oregon, Pennsylvania, Tennessee and Texas.

- (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 carrier or other telecommunications entity, and the circumstances involved.

None.

12. What services will the applicant offer to other certified 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: <u>None anticipated at this time</u> | | |

13. Do you have a marketing program?

Yes.

14. Will your marketing program:

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

15. Explain any of the offers checked in question 13 (to whom, what amount, type of franchise, etc.).

Telec plans to market services through sales agents.

16. Who will receive the bills for your service (check all that apply)?

- | | |
|--|--|
| <input checked="" 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"/> Univ. dormitory residents |
| <input checked="" type="checkbox"/> Other:(specify) <u>Anyone who uses the company's service</u> | |

17. 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 name and phone number) and how is this information provided?

Yes, Telec, Inc. will appear on the bill received by the Customer.

- (b) The name and address of the firm who will bill for your service.

Billing for Telec services will be handled by the AT&T Bill Manager Services.

18. 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).

See Attachment II.

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

- 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
- 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.)
- 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 mbps, 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, 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

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

[] Destination #

Other:

Appropriate operator services will be provided by the LEC of the underlying carrier and billed by either party on their own bill. The charges rendered by either party will be at rates filed with the Florida Public Service Commission and Telco will not be remunerated in any way.

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 one and one-half percent, or currently applicable rates, on all intra and interstate business.
3. SALES TAX: I understand that a seven percent sales tax, or other currently applicable percentage, 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 LECs 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.



Nick Pyrros
Vice President
Telec, Inc.

Date

4-10-96

APPENDICES

- A - Certificate of Transfer Statement
- B - Customer deposits and advance payments
- C - Intrastate network
- D - Florida telephone exchanges and EAS routes
- E - Glossary

ATTACHMENTS:

- I - Florida Secretary of State Registration
- II - Proposed Tariff

APPENDIX A

CERTIFICATE OF TRANSFER STATEMENT

I, _____, current holder of certificate number _____, have reviewed this application and join in the petitioner's request.

Not Applicable.

Signature of owner or chief officer of the certificate holder.

Title: _____

Date: _____

APPENDIX B

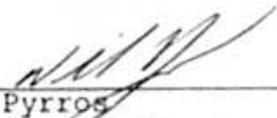
CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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.)

By



Nick Pyrros
Vice President
Telec, Inc.

Date:

4-10-96

APPENDIX C

INTRASTATE NETWORK

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

1) None. 2)

3) 4)

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

1) None. 2)

3) 4)

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

	<u>POP-to-POP</u>	<u>TYPE</u>	<u>OWNERSHIP</u>
1)	None		
2)			
3)			

DNS does not maintain any points of presence, switches or transmission facilities within the State of Florida. Originating calls are transported over facilities provided by DNS's underlying carrier(s).

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)

Statewide.

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).

Not applicable for 1+ calls.

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 service begin?

Not applicable.

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

Not applicable.

By



Nick Pyrros
Vice President
Telec, Inc.

Date:

4-10-96

APPENDIX D

FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES

Describe the service area in which you hold yourself out to provide service by telephone company exchange. If all services listed in your tariff are not offered at all locations, so indicate.

In an effort to assist you, attached is a list of major exchanges in Florida showing the small exchanges with which each has extended area service (EAS).

Jacksonville
Gainesville
Daytona Beach
Ocala
Orlando
Cocoa
Melbourne
West Palm Beach
Miami
Pensacola
Panama City
Tallahassee
Titusville

Tampa
Clearwater
St. Petersburg
Lakeland
Winter Park
Ft. Lauderdale
Pompano Beach
Hollywood
North Dade
Sarasota
Ft. Myers
Naples

DNS intends to offer service throughout the State of Florida.



Nick Pyrros
Vice President
Telec, Inc.

Date:

4-10-96

ATTACHMENT I

AUTHORITY TO OPERATE IN FLORIDA

State of Florida



Department of State

I certify from the records of this office that TELEC, INC., is a corporation organized under the laws of Michigan, authorized to transact business in the State of Florida, qualified on December 26, 1995.

The document number of this corporation is F95000006294.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1995, and its status is active.

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

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-seventh day of December, 1995



CR2EO22 (1-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

ATTACHMENT II
PROPOSED TARIFF

TITLE PAGE
FLORIDA TELECOMMUNICATIONS TARIFF
OF
TELEC, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by Telec, Inc. with principal offices located at 14102 Farley, Redford, Michigan 48239. This tariff applies for services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

ISSUED:

EFFECTIVE:

ISSUED BY: Glenda Heathscott, President
14102 Farley
Redford, MI 48239

CHECK SHEET

The Sheets of this tariff are effective as of the date shown on each sheet. Original and revised pages as named below comprise all changes from the original tariff.

<u>SHEET</u>	<u>REVISION</u>		<u>SHEET</u>	<u>REVISION</u>	
1	Original	*	31	Original	*
2	Original	*	32	Original	*
3	Original	*	33	Original	*
4	Original	*	34	Original	*
5	Original	*			
6	Original	*			
7	Original	*			
8	Original	*			
9	Original	*			
10	Original	*			
11	Original	*			
12	Original	*			
13	Original	*			
14	Original	*			
15	Original	*			
16	Original	*			
17	Original	*			
18	Original	*			
19	Original	*			
20	Original	*			
21	Original	*			
22	Original	*			
23	Original	*			
24	Original	*			
25	Original	*			
26	Original	*			
27	Original	*			
28	Original	*			
29	Original	*			
30	Original	*			

* - Indicates new or revised sheet with this filing

ISSUED:

EFFECTIVE:

ISSUED BY: Glenda Heathscott, President
14102 Farley
Redford, MI 48239

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ISSUED:

EFFECTIVE:

ISSUED BY: Glenda Heathscott, President
 14102 Farley
 Redford, MI 48239

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ISSUED:

EFFECTIVE:

ISSUED BY:

Glenda Heathscott, President
14102 Farley
Redford, MI 48239

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:

EFFECTIVE:

ISSUED BY:

Glenda Heathscott, President
14102 Farley
Redford, MI 48239

TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff pages in effect. Consult the check sheet for sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on 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:

EFFECTIVE:

ISSUED BY:

Glenda Heathscott, President
14102 Farley
Redford, MI 48239

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS**1.1 Abbreviations**

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

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

ISSUED:

EFFECTIVE:

ISSUED BY:

Glenda Heathscott, President
14102 Farley
Redford, MI 48239

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**1.2 Definitions**

Access Line - An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

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

Carrier or Company - DNS Communications, Inc. unless otherwise indicated by the context.

Commission - Refers to the Florida Public Service Commission.

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

Customer Premises Equipment - Terminal equipment, as defined herein, which is located on the Customer's premises.

Dedicated Access - See Special Access Origination/Termination.

FPSC - Refers to the Florida Public Service Commission.

Holiday - One of the following federally recognized holidays: New Year's Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day (December 25).

ISSUED:**EFFECTIVE:**

ISSUED BY: Glenda Heathscott, President
14102 Farley
Redford, MI 48239

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**1.2 Definitions, (Cont'd.)**

Special Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on dedicated circuits. The LEC provides these dedicated circuits from the Customer's location to the Company's point of presence. The rates and charges for dedicated circuits are determined by the LEC and the Customer is responsible for payment of these charges to the LEC.

Subscriber - The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of itself or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber may also be a Customer when the Subscriber uses services of the Company.

Switched Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits.

Telec - Used throughout this tariff to refer to Telec, Inc. unless otherwise indicated by the text.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

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.

ISSUED:**EFFECTIVE:****ISSUED BY:**Glenda Heathscott, President
14102 Farley
Redford, MI 48239

SECTION 2.0 - RULES AND REGULATIONS**2.1 Undertaking of Telec**

Telec is a resale common carrier providing intrastate direct dialed (1+) services to Customers within the State of Florida.

Telec services and facilities are furnished for communications originating at specified points within the State of Florida under terms of this tariff.

Telec provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this tariff. Telec 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 Telec services. The Customer shall be responsible for all charges due for such service arrangement.

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

2.2 Applicability of Tariff

This tariff is applicable to telecommunications services provided by Telec within the state of Florida.

ISSUED:**EFFECTIVE:****ISSUED BY:**

Glenda Heathscott, President
14102 Farley
Redford, MI 48239

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.3 Payment and Credit Regulations****2.3.1 Payment Arrangements**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of 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. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Florida PSC. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

2.3.2 Deposits

The Company does not require a deposit from the Customer.

ISSUED:**EFFECTIVE:**

ISSUED BY: Glenda Heathscott, President
14102 Farley
Redford, MI 48239

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.3 Payment and Credit Regulations, (Cont'd.)****2.3.3 Advance Payments**

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

2.3.4 Taxes

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

ISSUED:**EFFECTIVE:**

ISSUED BY: Glenda Heathscott, President
14102 Farley
Redford, MI 48239

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.4 Refunds or Credits for Service Outages or Deficiencies****2.4.1 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer or 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. Interruptions caused by Customer or Company provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via LEC access. For purposes of credit computation every month shall be considered to have 30 days. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than twenty-four hours. For message rated toll services, credits will be limited to, at maximum, the price of the initial period of individual call that was interrupted.

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

Credit Formula:

$$\text{Credit} = A/30 \times B$$

A = outage time in days

B = total monthly charge for affected service.

ISSUED:

EFFECTIVE:

ISSUED BY: Glenda Heathscott, President
14102 Farley
Redford, MI 48239

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.4 Refunds or Credits for Service Outages or Deficiencies,
(Cont'd.)****2.4.2 Inspection, Testing and Adjustment**

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

2.4.3 Liability

- (A) The liability of the Company 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 shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- (B) 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 other 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 any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

ISSUED:**EFFECTIVE:**

ISSUED BY: Glenda Heathscott, President
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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.4 Refunds or Credits for Service Outages or Deficiencies,
(Cont'd.)****2.4.3 Liability (cont'd.)**

- (C) The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- (D) The Company will provide credit on charges disputed by Customer in writing that are verified as incorrect by Company. If objection in writing is not received by Company within a reasonable period of time after bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.

ISSUED:

EFFECTIVE:

ISSUED BY: Glenda Heathscott, President
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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.5 Minimum Service Period**

The minimum service period is one month (30 days).

2.6 Cancellation by Customer

Unless otherwise specified elsewhere in this tariff or by mutually accepted contract between the Customer and the Company, service may be canceled by the Customer on not less than 30 days prior written notice to the Company.

2.7 Refusal or Discontinuance by Company

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

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

(A) For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.

(B) For use of telephone service for any purpose other than that described in the application.

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ISSUED BY: Glenda Heathscott, President
14102 Farley
Redford, MI 48239

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.7 Refusal or Discontinuance by Company, (Cont'd.)****2.7.2 (cont'd.)**

- (C) For neglect or refusal to provide reasonable access to Telec or its agents for the purpose of inspection and maintenance of equipment owned by Telec or its agents.
- (D) For noncompliance with or violation of Commission regulation or Telec's rules and regulations on file with the Commission, provided five (5) working days' written notice is given before termination.
- (E) For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the customer's regular monthly bill for service.
- (F) Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect Telec's equipment or service to others.
- (G) Without notice in the event of tampering with the equipment or services owned by Telec or its agents.

ISSUED:

EFFECTIVE:

ISSUED BY:

Glenda Heathscott, President
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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.7 Refusal or Discontinuance by Company, (Cont'd.)****2.7.2 (cont'd.)**

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

ISSUED:**EFFECTIVE:****ISSUED BY:**Glenda Heathscott, President
14102 Farley
Redford, MI 48239

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.8 Limitations of Service**

- 2.8.1 Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.8.2 Telec reserves the right to discontinue furnishing service, upon written notice, 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 law.
- 2.8.3 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.
- 2.8.4 Telec reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

ISSUED:

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ISSUED BY:

Glenda Heathscott, President
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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.9 Use of Service**

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

ISSUED:**EFFECTIVE:**

ISSUED BY: Glenda Heathscott, President
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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.10 Employee Concessions**

[Reserved for Future Use]

2.11 Terminal Equipment

Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

2.12 Applicable Law

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

2.13 Cost of Collection and Repair

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

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ISSUED BY: Glenda Heathscott, President
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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.14 Tests, Pilots, Promotional Campaigns and Contests**

The Company 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 Company may also waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time the Company may waive all processing fees for a Customer.

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

2.15 Other Rules

2.15.1 Telec reserves the right to validate the credit worthiness of Customers or Authorized Users through available verification procedures.

2.15.2 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the FPSC.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.16 Toll-Free Services**

- 2.16.1** The Company will make every effort to reserve 800/888 toll free vanity numbers for customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.16.2** The Company will participate in porting 800/888 numbers only if the account balance is zero and all charges incurred as a result of the 800 number have been paid.
- 2.16.3** 800/888 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 Resp. Org. or 800/888 service provider for 800/888 numbers dedicated to the sole use of that single Customer.
- 2.16.4** If a Customer who has received an 800 number does not subscribe to 800/888 service within ninety (90) days, the Company reserves the right to make the assigned number available for use by another Customer.

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ISSUED BY: Glenda Heathscott, President
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SECTION 3.0 - DESCRIPTION OF SERVICE**3.1 Quality and Grade of Service Offered**

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

ISSUED:**EFFECTIVE:****ISSUED BY:**Glenda Heathscott, President
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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**3.2 Calculation of Distance**

Usage charges for mileage sensitive services vary based on the type of service subscribed to by the Customer. For services utilizing switched access, mileage measurements for rate schedules are based on the distance in airline miles between rate centers associated with the originating and terminating stations. For services utilizing dedicated access, mileage measurements for rate schedules are based on the distance in airline miles between the Telec network access point associated with the station utilizing Dedicated Access Origination/Termination and the rate center associated with the called/calling station.

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

- Step 1: Obtain the "V" and "H" coordinates for the serving wire center or network access point serving the Customer's location and the called/calling station.
- Step 2: Obtain the difference between the "V" coordinates. Obtain the difference between the "H" coordinates.
- Step 3: Square the differences obtained in Step 2.
- Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating locations of the call.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)

3.2 Calculation of Distance, (Cont'd.)

EXAMPLE: Distance between Miami and New York City -

	V	H
Miami:	8,351	529
New York:	<u>4,997</u>	<u>1,406</u>
Difference:	3,354	-877
Square and add:	$11,249,316 + 769,129 = 12,018,445$	
Divide by 10:	$12,018,445 / 10 = 1,201,844.5$	
Round up:	1,201,845	
Take square root:	$\sqrt{1,201,845} = 1,096.3$	
Round up:	1,097 miles	

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**3.3 Timing of Calls**

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

- 3.3.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.3.2 Chargeable time for all calls ends when one of the parties disconnects from the call.
- 3.3.3 Call durations and minimum calling periods are provided with each specific product as described in this tariff.
- 3.3.4 There is no billing applied for incomplete calls.

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ISSUED BY: Glenda Heathscott, President
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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**3.4 Time-Of-Day Rate Periods**

Unless otherwise indicated elsewhere in this tariff, all usage-based rates in Section 4.0 are subject to the following time-of-day, day-of-week, and holiday rate periods:

- 3.4.1** Day Rate Period - Applies to that portion of a call occurring from 8:00 AM to, but not including, 5:00 PM Monday through Friday.
- 3.4.2** Evening Rate Period - Applies to that portion of a call occurring from 5:00 PM to, but not including, 11:00 PM Sunday through Friday.
- 3.4.3** Night/Weekend Rate Period - Applies to that portion of a call occurring from 11:00 PM to, but not including 8:00 AM all days, 8:00 AM to, but not including, 11:00 PM Saturday; 8:00 AM to, but not including, 5:00 PM Sunday.
- 3.4.4** Holiday Rates - Apply to that portion of a call occurring on Company acknowledged Holidays. The rate is equivalent to the Evening Rate unless a lower rate would normally apply. Holiday rates apply on New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- 3.4.5** When a call is established in one rate period and ends in another rate period, the rate in effect at the calling station applies to the portion of the call occurring within that rate period. When a unit of time is split between two rate periods, the rate applicable to that unit of time is based on the rate period in which it began.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**3.5 Service Offerings - Descriptions****3.5.1 Telec Switched Service**

Telec Switched Service is an outbound service utilizing switched access facilities. Customers are presubscribed to Telec. Calls are billed in six (6) second increments with an initial calling period of thirty (30) seconds.

3.5.2 Telec Switched "800"

Telec Switched "800" is an inbound calling service utilizing switched access facilities. This service permits the Customer to receive incoming calls from all locations within the state of Florida. With Telec Switched "800" service, the Customer is charged for the call, not the calling party. Calls are billed in six second increments with an initial billing period of thirty (30) seconds.

3.5.3 Telec Travel Card Service

Telec Travel Card Service allows the Customer to place calls within the State of Florida while away from the home or office. The Customer must dial an "800" number and a special access code before completing the call. Calls are billed in one (1) minute increments with an initial calling period of one (1) minute.

ISSUED:**EFFECTIVE:****ISSUED BY:**

Glenda Heathscott, President
14102 Farley
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SECTION 4.0 - RATES**4.1 General**

Each Customer is charged individually for each call placed through the Company. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration.

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ISSUED BY: Glenda Heathscott, President
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SECTION 4.0 - RATES, (CONT'D.)**4.2 Exemptions and Special Rates****4.2.1 Discounts for Hearing Impaired Customers**

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. Discounts do not apply to surcharges or per call add-on charges when the call is placed by a method that would normally incur the surcharge.

- (A) The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period.
- (B) The credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted at 60% of the applicable rate.

4.2.2 Emergency Call Exemptions

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

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SECTION 4.0 - RATES, (CONT'D.)**4.3 Late Payment Charge**

A late fee of 1.0% per month will be charged on any past due balance.

4.4 Return Check Charge

A return check charge of \$25.00 or 5% of the balance due (whichever is greater) will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Florida law and FPSC regulations.

4.5 Low Usage Surcharge

Customers are billed for their use of Telec Communications, Inc.'s Message Toll Service. A monthly charge of \$1.95 applies to each customer bill when the total Telec charges are less than \$20 per month.

ISSUED:**EFFECTIVE:**

ISSUED BY: Glenda Heathscott, President
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Redford, MI 48239

SECTION 4.0 - RATES, (CONT'D.)**4.6 Service Offerings - Rates****4.6.1 Telec Switched Service**

Mileage Band	Day		Evening		Night/Wkd	
	Init 30 Sec.	Add'l 6 Sec.	Init 30 Sec.	Add'l 6 Sec.	Init 30 Sec.	Add'l 6 Sec.
All	\$.1245	\$.0249	\$.1157	\$.0218	\$.1157	\$.0218

Monthly Recurring Charge: \$3.50

4.6.2 Telec Switched "800"

Per Hour of Use:

Day	\$16.21
Evening	\$15.71
Night/Weekend	\$15.71

Monthly Recurring Charge: \$3.50

4.6.3 Telec Travel Card Service

Per Call Charge: \$0.30
(In addition to the rates provided in Section 4.5.1 of this tariff.)

Monthly Recurring Charge: \$3.50

4.6 Directory Assistance

Directory Assistance is available to Customers of Telec Service. A Directory Assistance charge 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. Customers certified as Handicapped will receive 50 free directory assistance calls per billing cycle.

Directory Assistance, Per Call \$0.60

ISSUED:

EFFECTIVE:

ISSUED BY: Glenda Heathscott, President
14102 Farley
Redford, MI 48239

SECTION 5 - PROMOTIONS**5.1 Promotions - General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area.

5.2 Demonstration of Calls

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

ISSUED:**EFFECTIVE:**

ISSUED BY: Glenda Heathscott, President
14102 Farley
Redford, MI 48239

SECTION 6 - CONTRACT SERVICES**6.1 General**

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

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Redford, MI 48239



Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to RAR with proof of deposit.

Person who forwarded check: *[Signature]*

210 N. Park Ave.
P.O. Drawer 200
Winter Park, FL
32790-0200

April 22, 1996
OVERNIGHT

960522-TL

Tel: 407-740-8575
Fax: 407-740-0613

Florida Public Service Commission
Division of Administration, Room G-50
101 East Gaines Street
Tallahassee, FL 32399-0850

RE: Initial Application and Tariff of Telec, Inc. for Authority to Provide Interexchange Telecommunications Services within the State of Florida.

Dear Sir/Madam:

Enclosed for filing are the original and twelve (12) copies of the above-referenced application of Telec, Inc.

Also enclosed is a Technologies Management, Inc. check in the amount of \$250 to cover the filing fee.

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 with any questions, comments or correspondence regarding this application. Thank you for your assistance.



P.O. Drawer 200
Winter Park, FL
32790-0200

210 N. Park Avenue
Winter Park, FL 32789
(407) 740-8575



250 PARK AVENUE
WINTER PARK, FLORIDA 32789

12500

NUMBER
12500

PAY: TWO HUNDRED FIFTY DOLLARS

DATE AMOUNT
04/22/96 *****\$250.00

TECHNOLOGIES MANAGEMENT, INC.

TO THE
ORDER
OF
FLORIDA PUBLIC SERVICE COMM.
RECORDS & REPORTING
2540 SHUMARD OAK BLVD.
TALLAHASSEE FL 32399-0850

[Signature]
C.M.W. [Signature]
04643 APR 23 1996
FPSC-RECORDS/REPORTING