

ORIGINAL

FISHER WAYLAND COOPER LEADER & ZARAGOZA LLP.
2001 PENNSYLVANIA AVENUE, N.W.
SUITE 400
WASHINGTON, D. C. 20006-1851
TELEPHONE (202) 659-3494

KEVIN M. WALSH
(202) 862-3761

FACSIMILE
(202) 296-6518

NOT ADMITTED IN D.C.

May 13, 1996

VIA FEDERAL EXPRESS

Florida Public Service Commission
Division of Administration
2540 Shumard Oak Boulevard
Gunter Building
Tallahassee, Florida 32399

960610-TI

Re: A.R.C. Networks, Inc.
Application for Certification

Dear Sir or Madam:

Transmitted herewith on behalf of A.R.C. Networks, Inc. ("ARC") are an original and six copies of ARC's Application for a Certification of Public Convenience and Necessity so that it may provide interexchange telecommunications services in the State of Florida. Also enclosed is a \$250.00 check to cover the corresponding filing fee.

Please date-stamp the "Receipt" copy of this filing and return it in the enclosed, self-addressed, stamped envelope. If you have any questions regarding this matter, please contact the undersigned.

Respectfully submitted,



Glenn S. Richards
Kevin M. Walsh

Enclosures

P:\WP51\DOC\6018-000.FL

DOCUMENT NUMBER - DATE
05416 MAY 14 8
FPSC-RECORDS/REPORTING

**BEFORE THE
PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA**

In the matter of the Application of)
A.R.C. Networks, Inc.)
for a Certification of Public)
Convenience and Necessity to Offer)
Interexchange Telecommunications)
Services to the Public in the State of)
Florida)

APPLICATION

A.R.C. Networks, Inc. ("Applicant"), hereby requests a Certification of Public Convenience and Necessity so that it may provide interexchange telecommunications services in the State of Florida.

In support of its request, Applicant provides below the following information:

DOCUMENT NUMBER-DATE

05416 MAY 14 1988

FPSC-RECORDS/REPORTING

**APPLICATION FORM FOR AUTHORITY TO PROVIDE
INTEREXCHANGE TELECOMMUNICATIONS SERVICE
BETWEEN POINTS WITHIN
THE STATE OF FLORIDA**

1. This is an application for (check one):
- 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:
- A.R.C. Networks, Inc.
4. Name under which the applicant will do business (fictitious name, etc.):
- N/A

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

A.R.C. Networks, Inc.
1300 Veterans Memorial Highway
Hauppauge, New York 11788
(516) 951-2500

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

ARC Network
c/o Avionics Research Corp.
706 E. Colonial Drive
Orlando, Florida 32803

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.

N/A

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

N/A

- (b) Indicate if the individual or any of the partners 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:

N/A

- (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 company, give reason why not.

N/A

9. If incorporated, please give:

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

See Attachment C.

Corporate charter number: N/A

New York Corporate Entity number: 930222000097

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

Corporation Service Company
1201 Hays Street
Tallahassee, Florida 32301

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

Fictitious name registration number: N/A

- (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

- (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 company, give reason why not.

No

company and relationship. If no longer associated with company, give reason why not.

N/A

9. If incorporated, please give:

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

Applicant has applied for authority to operate in Florida and will forward the required documents as soon as they are issued by the Florida Secretary of State.

Corporate charter number: N/A

New York Corporate Entity number: 930222000097

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

Corporation Service Company
1201 Hays Street
Tallahassee, Florida 32301

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

Fictitious name registration number: N/A

- (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

- (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 company, give reason why not.

No

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

(a) The application:

Glenn S. Richards, Esq.
Kevin M. Walsh, Esq.
Counsel for A.R.C. Networks, Inc.
Fisher Wayland Cooper Leader & Zaragoza L.L.P.
2001 Pennsylvania Avenue, NW, Suite 400
Washington, DC 20006
(202) 659-3494

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

Mr. Anthony Palazzolo
Director, Business Development
A.R.C. Networks, Inc.
160 Broadway, Suite 908
New York, New York 10038
(212) 566-1200, X23

(c) Tariff:

Mr. Eugene Conlon
Director of Administration
A.R.C. Networks, Inc.
1300 Veterans Memorial Highway
Hauppauge, New York 11788
(516) 951-2500

(d) Complaints/Inquiries from customers

Ms. Dana McConologue
Customer Service
A.R.C. Networks, Inc.
160 Broadway, Suite 908
New York, New York 10038
(212) 566-1200, X23
(800) 320-6372

11. 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.

Illinois and New York

(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

12. What services will the applicant offer to other certificated telephone companies:

Facilities

Billing and Collection

Maintenance

None of the above

Operators

Sales

Other _____

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 14 (To whom, what amount, type of franchise, etc.).

Applicant pays commissions to independent sales agents pursuant to sales agency agreements.

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 and motels | <input type="checkbox"/> Hotel and motel guests |
| <input type="checkbox"/> Universities | <input type="checkbox"/> Univ. dormitory residents |
| <input type="checkbox"/> Other _____ | |

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

(b) Name and address of the firm who will bill for your service.

Applicant will bill its customers directly.

A.R.C. Networks, Inc.
1300 Veterans Memorial Highway
Hauppauge, New York 11788

18. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide interexchange telecommunications service in Florida.

(a) Financial capability.

1. Balance Sheet -- See Attachment 1
2. Income Statement -- See Attachment 1
3. Statement of Retained earnings for the most recent three years -- See Attachment 1.

(b) Managerial capability.

Applicant possesses the managerial and technical ability to provide the proposed services. Collectively, the management team at ARC has more than 50 years of experience in the telecommunications industry. Peter F. Parrinello, the President of ARC, established the company in 1993 as an outgrowth of the telecommunications division of Trans Global Services, Inc., a publicly traded engineering personnel outsourcing firm, where he was an Executive Vice President and Manager of Telecommunications. Mr. Parrinello has more than 25 years of experience in the telecommunications industry beginning with New Telephone and working with all aspects of the business. Mr. Parrinello is a graduate of the New York Institute of Technology.

Anthony Palazzolo, ARC's Director of Business Development, came to ARC from Teleport Communications Group ("TCG"), the nation's first competitive access provider. While at TCG, Mr. Palazzolo managed national relationships with long distance carriers and was responsible for developing TCG's Reseller and Agents Program. Mr. Palazzolo has spent the last 23 years combining his engineering, sales, and marketing abilities in making contributions to Grumman Aerospace Corp., ADT Security Systems, Motorola, and TCG.

(c) Technical capability.

Applicant will not construct or own in facilities in Florida, but will purchase capacity from other long distance carriers. In addition to its own technical expertise, Applicant relies on its underlying carrier for its technical expertise.

19. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485.

See Attachment 2

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

- MTS with distance sensitive per minute rates
- Method of access if FGA
- Method of access if FGB
- Method of access if FGD
- Method of access if 800

- MTS with route specific rates per minute
- Method of access if FGA
- Method of access if FGB
- Method of access if FGD
- Method of access if 800

- MTS with statewide flat rates per minute (i.e., not distance sensitive)
- Method of access if FGA
- Method of access if FGB
- Method of access if FGD
- Method of access if 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 mbs., DS-3, etc.)

- Travel Service
- Method of access is 950
- Method of access is 800

- 900 service

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

Available to inmates

Services included are:

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

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

MTS with statewide flat rates per minute (FGD)

1 + telephone number

800 Service (Toll free)

1-800 + telephone number

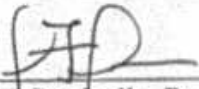
22. Other:

PUBLIC INTEREST STATEMENT

Applicant seeks to provide low-cost long distance services to customers in the State of Florida. By obtaining a Certificate of Public Convenience and Necessity, Applicant will be able to provide economic, efficient, and high quality telephone services using existing facilities. Applicant will also bring the benefits of increased competition to Florida telecommunications users, including competitive prices, additional service options, and high service quality.

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 on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intrastate and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
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 the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement. **Further, I am aware that pursuant to Chapter 83, .06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083."**



Peter F. Parrinello, President
A.R.C. Networks, Inc.

5-7-96

Date

ATTACHMENTS

- A - BALANCE SHEET, INCOME STATEMENT, STATEMENT OF RETAINED EARNINGS
- B - TARIFF
- C - FLORIDA CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS

APPENDICES:

- A - CERTIFICATE TRANSFER STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - INTRASTATE NETWORK
- D - FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES
- E - GLOSSARY

ATTACHMENT A

**Balance Sheet
Income Statement
Statement of Retained Earnings**

ARC NETWORKS INC. (AVIONICS RESEARCH CORPORATION)
STATEMENT OF OPERATIONS
DECEMBER 31, 1995

	Nine months Ended <u>9/30/95</u>	Three Months Ended <u>12/31/95</u>	Year Ended <u>12/31/95</u>
Sales:			
Installation	\$ 1,338,526	\$ 639,573	\$ 1,978,099
Telephone resale	816,531	442,550	1,259,081
Telephone commissions	9,964	6,015	15,979
	<u>2,165,021</u>	<u>1,088,138</u>	<u>3,253,159</u>
Cost of Sales:			
Installation	1,055,507	424,918	1,480,425
Telephone resale	718,439	358,860	1,077,299
	<u>1,773,946</u>	<u>783,778</u>	<u>2,557,724</u>
Gross Margins:			
Installation	283,019	214,655	497,674
Telephone resale	98,092	83,690	181,782
Telephone commissions	9,964	6,015	15,979
	<u>391,075</u>	<u>304,360</u>	<u>695,435</u>
Expenses:			
Selling	402,154	109,255	511,409
General and admin.	487,894	169,909	657,803
Interest	48,006	21,148	69,154
	<u>938,054</u>	<u>300,312</u>	<u>1,238,366</u>
Net Profit/(Loss)	<u>(546,979)</u>	<u>\$ 4,048</u>	<u>\$ (542,931)</u>

ARC NETWORKS INC. (AVIONICS RESEARCH CORPORATION)
BALANCE SHEET
DECEMBER 31, 1995

Current Assets:	
Cash	\$ 268
Accounts receivable	646,906
Costs and earnings in excess of billings	135,498
Notes receivable, officer	22,500
Inventory	12,138
Other Current Assets	2,500
Total Current Assets	<u>819,810</u>
Property and Equipment, Net	2,432
Organization Costs, Net	100
Total Assets	<u>\$ 822,342</u>
Current Liabilities:	
Notes payable, related party	\$ 205,000
Accounts payable	249,203
Taxes payable	20,173
Billings in excess of costs and earnings	26,175
Accrued wages	13,814
Accrued payroll taxes	1,428
Accrued expenses	250,914
	<u>766,707</u>
Due to Avionics, N.Y.	738,668
Due to Avionics, N.Y.	5,525
Shareholder's Equity:	
Common stock	250
Deficit	(686,808)
	<u>(686,558)</u>
Total Liabilities and Equity	<u>\$ 822,342</u>

AVIONICS RESEARCH CORP.
BALANCE SHEET
AS OF DECEMBER 31, 1995

ASSETS

Current Assets:

Cash	68,451
Accounts receivable	1,772,460
Inventories	8,400
Prepaid expenses & other current assets	18,734

1,868,045

Property, plant &
equipment

15,823

Other Assets:

Due from affiliates	656,208
other assets	3,380

659,588

Total Assets

2,543,456

LIABILITIES & STOCKHOLDERS' EQUITY

Current Liabilities:

Accounts payable and accrued expenses	37,642
Wages payable	210,783
Payroll taxes payable	101,365
Accrued wages	69,710
Accrued payroll taxes	22,808
Loan payable-asset based lender	1,388,229

1,830,537

Stockholders' equity:

Common stock	1,000
Retained earnings	711,919

712,919

Total Liabilities & Stockholders'
Equity

2,543,456

AVIONICS RESEARCH CORP.
INCOME STATEMENT
FOR THE YEAR ENDED DECEMBER 31, 1995

Revenues	18,137,945
Cost of services provided	17,030,982
Gross profit	<u>1,106,963</u>
Selling, general and administrative	468,270
Operating income	638,693
Other expense	
interest expense	190,157
other expense	121,540
	<u>311,697</u>
Earnings before taxes	326,996
Income taxes	127,403
Net income	<u>199,593</u> *****

VERIFICATION

I, Peter F. Parrinello, President of A.R.C. Networks, Inc., do hereby certify under the penalty of perjury that the attached financial statements of A.R.C. Networks, Inc. are true and correct to the best of my information, knowledge and belief.



Peter F. Parrinello, President
A.R.C. Networks, Inc.

Date: 5-7-96

ATTACHMENT B

Tariff

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by A.R.C. Networks, Inc. (hereinafter Carrier) with principal offices at 1300 Veterans Memorial Highway, Hauppauge, New York 11788. 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 there, during normal business hours, or at Carrier's principal place of business.

Issued: _____

Effective: _____

By:
Eugene Conlon - Director of Administration
A.R.C. Networks, Inc.
1300 Veterans Memorial Highway
Hauppauge, New York 11788

CHECK SHEET

Sheets 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 that are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>NUMBER OF REVISION</u> <u>(except as indicated)</u>	<u>EFFECTIVE DATE</u>
1	Original	
2	Original	
3	Original	
4	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	

Issued: _____

Effective: _____

By:
Eugene Conlon - Director of Administration
A.R.C. Networks, Inc.
1300 Veterans Memorial Highway
Hauppauge, New York 11788

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Issued: _____

Effective: _____

By:
Eugene Conlon - Director of Administration
A.R.C. Networks, Inc.
1300 Veterans Memorial Highway
Hauppauge, New York 11788

EXPLANATION OF SYMBOLS

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

- C- Change in regulation
- 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

Issued: _____

Effective: _____

By:
Eugene Conlon - Director of Administration
A.R.C. Networks, Inc.
1300 Veterans Memorial Highway
Hauppauge, New York 11788

TARIFF FORMAT

A. **Sheet Numbering** - Sheet numbers appear in the upper-right corner of the sheet. 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 the sheet. These numbers are used to determine the most current sheet version on file with the FL PSC. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc. the FL PSC follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect. Consult the Check Sheet for the 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 of coding.

- 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 FL PSC, 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 sheets 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 sheet if these are the only changes made to it (i.e., the format, etc. remain the same). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the FL PSC.

Issued: _____

Effective: _____

By:
Eugene Conlon - Director of Administration
A.R.C. Networks, Inc.
1300 Veterans Memorial Highway
Hauppauge, New York 11788

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

1.1 DEFINITIONS

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable Carrier to provide telecommunication service as required.

Carrier - A.R.C. Networks, Inc., unless the context indicates otherwise.

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

Customer Provided Equipment - Terminal equipment, as defined herein, provided by Customer.

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

Disconnection - The disconnection of a circuit, dedicated access line, or port connection being used for existing service.

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

FL PSC - Florida Public Service Commission ("Commission").

Holiday - Carrier's recognized Holidays are New Year's Day (January 1), Independence Day (July 4), Labor Day, Memorial Day, Thanksgiving Day, Christmas Day (December 25), Martin Luther King Day, and President's Day. Evening rates apply unless a lower rate is prescribed by this Tariff.

LATA (Local Access and Transport Area) - A group of telephone exchanges within which FCC rules allow local exchange carriers to carry toll telephone calls.

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

Premises - The space designated by Customer as its place or places of business for termination of service, whether for its own communications needs or for its resale customers.

Service or Services - The services covered by this Tariff shall include only the State of Florida.

Terminal Equipment - Telecommunications devices, apparatus, and their associated wiring, such as teleprinters, telephone, and data sets.

Issued: _____

Effective: _____

By:
Eugene Conlon - Director of Administration
A.R.C. Networks, Inc.
1300 Veterans Memorial Highway
Hauppauge, New York 11788

SECTION 2 - RULES AND REGULATIONS**2.1 UNDERTAKING OF CARRIER**

Carrier is a resale common carrier providing intrastate communications services to Customers for their direct transmission and reception of voice, data, and other types of telecommunications. Service is available on twenty-four hours per day, seven days per week, throughout the State of Florida.

2.2 LIMITATIONS OF SERVICE

2.2.1 Carrier offers service to all those who desire to purchase service from Carrier consistent with the provisions of this Tariff. Customers or subscribers interested in Carrier's service shall file a service application with Carrier which fully satisfies Customer and identifies the services required.

2.2.2 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. Carrier reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.

2.2.3 Carrier reserves the right to discontinue furnishing service, upon a written notice, when necessitated by conditions beyond its control, or when Customer is using the service in violation of any provision in this Tariff, the rules and regulations of the Commission, or in violation of the law.

2.2.4 Title to all facilities provided by Carrier under these regulations remains with Carrier. Prior written permission from Carrier 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 for service.

2.3 USE OF SERVICE

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by Customer, except when Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between Customer, authorized user, or joint user to share the cost of the service, as long as the arrangement generates no profit for any participant in the arrangement.

2.3.1 Minimum Service Period

The minimum period of service is one month (30 days), unless otherwise stated in this Tariff.

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By:
Eugene Conlon - Director of Administration
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1300 Veterans Memorial Highway
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2.4 LIABILITY

2.4.1 The liability of Carrier for any claim or loss, expense or damage due to any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under the Tariff shall not exceed an amount equivalent to the proportionate charge to Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs. For the purpose of computing this amount, a month is considered to have 30 days. In no event will Carrier be liable for any indirect, consequential, or special damages, or for any lost profits, even if advised of the possibility of the same.

2.4.2 Carrier shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damages) due to any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this Tariff, if caused by any person or entity other than Carrier, by any malfunction of any service or facility provided by any other carrier, by any act of God, act of government, fire, war, civil disturbance, or by any other cause beyond Carrier's direct control.

2.4.3 Carrier shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense or damage, including indirect, special, or consequential damage for:

A. defamation, libel, slander, 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 Carrier under this Tariff;

B. for connecting, combining, or adapting Carrier's facilities with Customer's apparatus or systems;

C. for any act or omission by Customer; or

D. 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, presence, use, or removal of equipment or wiring provided by Carrier, if not caused by gross negligence of Carrier.

2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of Carrier.

2.4.5 CARRIER MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS TARIFF, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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2.5 INTERRUPTION OF SERVICE

2.5.1 Credit allowance for interruption of service which is not due to the negligence of Customer or to the failure of channels, equipment, and/or communications systems provided by Customer and other carriers, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of 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 being caused by action or omission of Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal.

2.6 RESPONSIBILITY OF CUSTOMER

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

A. Customer is responsible for placing orders for service, paying all charges for service rendered by Carrier, and complying with all of Carrier's regulations governing the service. Customer is also responsible for assuring that its users comply with regulations.

B. When placing an order for service, Customer must provide:

1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
2. the name(s), telephone number(s), and address(es) of Customer contact person(s).

C. Customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:

1. the negligence or willful act of Customer or user;
2. improper use of service; or
3. any use of equipment or service provided by others.

2.6.2 Availability of Service for Maintenance, Testing, and Adjustment

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

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2.6.3 Credit Allowances

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by Carrier.

A. Credit allowances for failure of service or equipment starts when Customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.

B. Customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer-provided facilities, any act or omission of Customer, or in wiring or equipment connected to the terminal.

C. Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for:

1. interruptions of service resulting from Carrier performing routine maintenance;
2. interruptions of service for implementation of Customer order for a change in the service;
3. interruptions caused by negligence of Customer or his authorized user;
or
4. interruptions of service because of the failure of service or equipment due to Customer or authorized user-provided facilities.

2.6.4 Cancellation by Customer

A. Customer may cancel service any time after meeting the minimum service period. Termination charges will apply if Customer cancels prior to the expiration of a one-year or multi-year service agreement. Such termination charge will be equal to one month's usage as projected in Carrier's proposal for service, or the actual average monthly usage to date, whichever is higher, plus the monthly account charge for the remainder of the contract period.

B. Customer orders service requiring special facilities dedicated to Customer's use and then cancels the order before the service begins, before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and Carrier, a charge will be made to Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on the order, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by Customer. Such charge will be determined on a case-by-case basis.

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2.6.5 Payment and Charges for Service

A. Charges for service are applied on a recurring and nonrecurring basis. Service is billed on a monthly basis. Payment is due upon receipt. Service continues to be provided until canceled by Customer or by Carrier in accordance with provisions of this Tariff.

B. Payment will be due upon receipt of the statement. A nonrecurring 1.5 percent per month penalty fee (unless a lower rate is prescribed by law, in which event the highest rate allowable by law) will accrue upon any unpaid amount commencing 30 days after rendition of the bill.

C. Customer is responsible for payment of all charges for service furnished to Customer, including, but not limited to all calls originated at Customer's number(s); received at Customer's number(s); billed to Customer's number(s) via third party billing; incurred at the specific request of Customer; or placed using a calling card issued to Customer. The initial billing may include the account set-up charge where applicable. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

D. Service may be denied or discontinued at Carrier's discretion, for non-payment of amounts due to Carrier, past the due date. Restoration of service will be subject to all applicable installation charges.

E. Customer is liable for all costs associated with collecting past due charges, including all attorneys' fees.

F. Customers of inbound toll free services (e.g., 800, 888) are responsible for payment for all calls placed to or via Customer's toll free service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of Customer's service by Customer-provided systems, equipment, facilities, or services interconnected to Customer's toll-free service, or use, misuse, or abuse occasioned by third parties, including, without limitation, Customer's employees, other common carriers, or members of the public who dial Customer's toll-free service number(s) by mistake. Carrier reserves the right to not switch Customer's toll free number(s) to another carrier until Customer has paid in full all amounts owed to Carrier for such toll-free service.

2.6.6 Application of Charges

The charges for service are those in effect for the period that service is furnished. If the charge for a period covered by a bill change after the bill has been rendered, the bill will be adjusted to reflect the new charges.

2.6.7 Deposits

Carrier reserves the right to require a deposit or usage prepayment equal to one month's estimated charge.

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By:
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Hauppauge, New York 11788

2.7 RESPONSIBILITY OF CARRIER

2.7.1 Calculation of Credit Allowance

Pursuant to limitations set forth in Section 2.5, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. Customer shall be credited for an interruption of two hours or more for as long as the interruption continues.
- C. When a minimum usage charge is applicable and Customer fails to meet the minimum usage charge because of a service interruption, a credit shall be applied against that minimum usage charge in the following manner. For each period of two hours that the interruption continues the credit shall equal 1/360th of the monthly minimum charge. Note, in this instance, a fractional period of more than one hour shall be treated as a two-hour period.
- D. If notice of a dispute as to charges is not received in writing by Carrier within 30 days after billing is received by Customer, the invoice shall be considered correct and binding on Customer, unless extraordinary circumstances are demonstrated.

2.7.2 Cancellation of Credit

Where Carrier cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

2.7.3 Disconnection of Service by Carrier

Carrier may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A. After five days written notice, for non-payment of any sum due to Carrier for service for more than 30 days beyond the date of rendition of the bill for such service;
- B. Without notice, in the event of a violation of any regulation governing the service under this Tariff;
- C. Without notice, in the event of a violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or

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D. Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

E. In the event of fraudulent use of Carrier's network, Carrier will discontinue service and/or seek legal recourse to recover all costs involved in enforcement of this provision.

2.7.4 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished. Divide that number of days by 30 days (billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.

2.8 RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.9 TAXES

Customer will be billed and is responsible for payment of applicable local, state, and federal taxes assessed in conjunction with service used.

2.10 TIMING OF CALLS

Chargeable time begins when two way communication is possible between Customer and the calling or called station, and the call ends when either station "hangs up." Chargeable time ends when the network connection is released by automatic timing equipment in the telecommunications network.

2.11 START OF BILLING

For billing purposes, the start of service is the day following acceptance by Customer of Carrier's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by Carrier of notification of cancellation as described in Section 2 of this Tariff.

2.12 INTERCONNECTION

2.12.1 Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitation established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Carrier and other participating carriers shall be provided at Customer's expense.

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2.12.2 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. Customer is responsible for taking all necessary legal steps for interconnecting his or her customer provided terminal equipment of communications systems with Carriers' facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

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By:
Eugene Conlon - Director of Administration
A.R.C. Networks, Inc.
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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Intrastate Message Telecommunications Service

3.1.1 Description of Services

Intrastate Message Telecommunications Service Consists of the furnishing of switched message telephone service between points within Florida. Service is available twenty-four hours a day, seven days a week.

3.12 Explanation of Rates for Intrastate Message Telecommunications Service

The rates for Carrier's Intrastate Message Telecommunications Service will depend on the length of the call, the time period in which the call is placed, the class of service applicable to the call, and the distance associated with the call. Calls which overlap rate periods will be charged according to the rates applicable to the time recorded in each period. The Rate Schedules represent the maximum applied rate for intrastate services.

Carrier may request any customer to pay in advance for toll services based on a good faith estimate of traffic volumes. At Carrier's discretion, a surcharge of 10 percent may be added to usage charges when actual traffic exceeds estimates. When estimates exceed actual usage Customer will be credited on the toll statement.

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SECTION 4 - RATES AND CHARGES

4.1 Usage Rates

The following are the usage charges which apply to all of Carrier's intrastate services. These charges are in addition to nonrecurring and recurring charges referred to hereafter.

4.2 Switched Inbound Usage Rates

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

4.2.1.a Volume Discounts are available with a specific service commitment and agreements are as follows:

Discount with minimum monthly usage:

20% at \$100.00	22% at \$1000.00
25% at \$2500.00	27% at \$5000.00
30% at \$7500.00	32% at \$10000.00

DAY/EVENING/NIGHT/WEEKEND INITIAL 30 SECONDS	DAY/EVENING/NIGHT/WEEKEND ADDITIONAL 6 SECONDS
\$0.09	\$0.018

4.3 Dedicated Inbound Usage Rates

4.3.1 Dedicated inbound service permits inward calling (via toll free codes) to a specific location featuring the use of dedicated special access type connection on the termination end.

4.3.2 Volume Discounts are available with a specific service commitment and agreements as follows:

8.5% at \$8,000.00	13% at \$12,000.00
17% at \$15,000.00	30% at \$25,000.00
34% at \$40,000.00	

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DAY/EVENING/NIGHT/WEEKEND INITIAL 30 SECONDS	DAY/EVENING/NIGHT/WEEKEND ADDITIONAL 6 SECONDS
\$0.0565	\$0.0113

4.4 Switched Outbound Usage Rates

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

4.4.1.a Rate tables attached are the base rate for MTS residential service.

Volume Discounts are available with a specific commitment and agreements are as follows:

4% at \$100.00 8% at \$175.00 12% at \$250.00 16% at \$300.00

4.4.1.b Rate table below less 28% are base rate for business service.

Volume Discounts are available with specific service commitment and agreements are as follows: (multi location accounts may be combined to qualify)

Discounts with minimum monthly usage:

20% at \$100.00 22% at \$1000.00
25% at \$2500.00 27% at \$5000.00
30% at \$7500.00 32% at \$10000.00

DAY/EVENING/NIGHT/WEEKEND INITIAL 30 SECONDS	DAY/EVENING/NIGHT/WEEKEND ADDITIONAL 6 SECONDS
\$0.125	\$0.025

4.5 Dedicated Outbound Usage Rates

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

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- 4.5.1.a Volume Discounts are available with specific service commitments and agreements are as follows:

Discount with minimum monthly usage:

8.5% at \$8,000.00 13% at \$12,000.00 17% at \$15,000.00
30% at \$25,000.00 34% at \$40,000.00

DAY/EVENING/NIGHT/WEEKEND INITIAL 30 SECONDS	DAY/EVENING/NIGHT/WEEKEND ADDITIONAL 6 SECONDS
\$0.0565	\$0.0113

4.6 Calling Card Service

- 4.6.1 Economy Network Service permits Customers to place direct dialed calls to termination locations from equal access areas using Carrier's Calling Card. There is no per-call service fee.

DAY/EVENING/NIGHT/WEEKEND INITIAL 30 SECONDS	DAY/EVENING/NIGHT/WEEKEND ADDITIONAL 6 SECONDS
\$0.125	\$0.025

- 4.6.2 Premium Network Service permits Customers to place direct dialed calls to termination locations from equal access areas using Carrier's Calling Card. Per call service fee applies.

Volume Usage Discount:

7% at \$200.00 15% at 500.00
22% at \$1,000.00 (Term Agreement required)

DAY INITIAL 30 SECONDS	DAY ADDITIONAL 6 SECONDS
\$0.135	\$0.027

EVENING/NIGHT/WEEKEND INITIAL 30 SECONDS	EVENING/NIGHT/WEEKEND ADDITIONAL 6 SECONDS
\$0.105	\$0.021

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Effective: _____

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4.7 Debit Card Service

- 4.7.1 Prepaid Debit Card permits Customers to place direct dialed calls to terminating locations from equal access areas using Carrier's Calling Card via a toll free access number. There is no per-call service fee.

DAY/EVENING/NIGHT/WEEKEND INITIAL MINUTE	DAY/EVENING/NIGHT/WEEKEND ADDITIONAL MINUTE
\$0.45	\$0.45

4.8 Service Charges and Surcharges Per Message

Customer Dialed Calling Card Station	\$0.80
Customer Dialed/Automated	\$0.80
Customer Dialed and Operator Assisted	\$0.80
Customer Dialed/Operator Must Assist	\$0.80
Operator Station	\$1.88
Operator Dialed Surcharge	\$1.00
Person to Person	\$3.00
Aggregator Surcharge	\$1.00

4.9 Nonrecurring Charges

- 4.9.1 The following one-time nonrecurring installation charges may apply to Carrier's offerings. These charges are billed to Customer following the work performed.

<u>Service/Access Arrangement</u>	<u>Charge</u>
Single Dedicated	Mile dependent from POP
Single Charge Per Port Inbound or Outbound	\$5.00 per port or channel
Split Port Charge	\$250.00 per port-sharing Inbound or Outbound on same T-1

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By:
Eugene Conlon - Director of Administration
A.R.C. Networks, Inc.
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Hauppauge, New York 11788

Billing Setup

\$45.00 related to verified
account codes

4.10 Recurring charges

The following monthly Recurring Charges for service may apply as indicated. These charges are in addition to any charges (Rates per time) and nonrecurring charges for the Service. The charges are charged to Customer one month in advance.

<u>Service/Access Arrangement</u>	<u>Charge</u>
Billing fee	Electronic media up to \$200 per bill
Dedicated Service	\$25.00 per T-1 Access line
Switched Service Outbound	\$00 up to \$5 per month per location regardless of the number of lines on term agreement and contract.
Toll Free Service	\$3.00 per month per toll free number dependent in agreement and contract.
Travel Card per Call Service Fee	\$.50 per call as required. Discount may apply with Term Agreement.

4.11 Special Promotional Offerings

4.11.1 Carrier may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times, or location designed to attract new customers or increase Customer usage. In all such cases, the rates charged will not exceed those specified herein.

4.12 Emergency Calls

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

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

4.13 Bad check charge \$25.00

Issued: _____

Effective: _____

By:

Eugene Conlon - Director of Administration
A.R.C. Networks, Inc.
1300 Veterans Memorial Highway
Hauppauge, New York 11788

ATTACHMENT C

Certificate of Authority to Transact Business

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO
TRANSACTION BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS
SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACTION BUSINESS IN THE
STATE OF FLORIDA:

1. A.R.C. NETWORKS CORP.
(Name of corporation: must include the word "INCORPORATED", "COMPANY", "CORPORATION" or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)

2. NEW YORK (State or country under the law of which it is incorporated) 3. 11-3240814 (FEI number, if applicable)

4. February 22, 1993 (Date of Incorporation) 5. PERPETUAL (Duration: Year corp. will cease to exist or "perpetual")

6. JANUARY 1, 1996 (Date first transacted business in Florida. (See sections 607.1501, 607.1502, and 817.155, F.S.))

7. 1300 VETERANS MEMORIAL HIGHWAY

HAUPPAUGE, NY 11788

(Current mailing address)

8. TELEPHONE SERVICE RESALE

(Purpose(s) of corporation authorized in home state or country to be carried out in the state of Florida)

9. Name and street address of Florida registered agent:

Name CORPORATION SERVICE COMPANY

Office Address: 1201 HAYS STREET SUITE 105

TALLAHASSEE

, Florida, 32301

(Zip Code)

10. Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

By: Lisa G. Kelly

(Registered agent's signature)

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
96 MAR 20 AM 7:55

12. Names and addresses of officers and/or directors:

A. DIRECTORS

Chairman: PETER F. PARRINELLO

Address: 1300 VETERANS MEMORIAL HIGHWAY
HAUPPAUGE, NY 11788

Vice Chairman: JOSEPH G. SICINSKI

Address: 1300 VETERANS MEMORIAL HIGHWAY
HAUPPAUGE, NY 17788

Director: LEWIS SCHILLER

Address: 1300 VETERANS MEMORIAL HIGHWAY
HAUPPAUGE, NY 11788

Director: _____

Address: _____

B. OFFICERS

President: PETER F. PARRINELLO

Address: 1300 VETERANS MEMORIAL HIGHWAY
HAUPPAUGE, NY 11788

Vice President: JOSEPH G. SICINSKI

Address: 1300 VETERANS MEMORIAL HIGHWAY
HAUPPAUGE, NY 11788


Secretary: GRAYZANA WNUK

Address: 1300 VETERANS MEMORIAL HIGHWAY
HAUPPAUGE, NY 11788

Treasurer: _____

Address: _____

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13. 
(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application.)

14. PETER F. PARRINELLO, PRESIDENT
(Typed or printed name and capacity of person signing application)

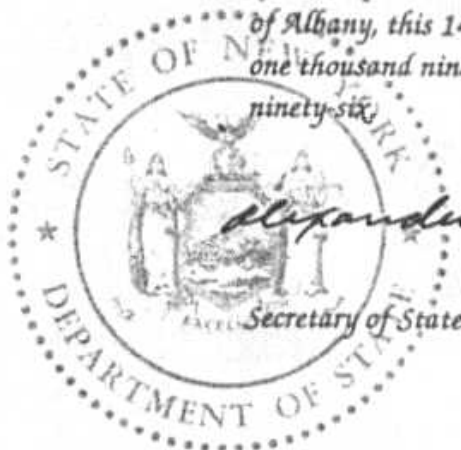
FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
96 MAR 20 AM 7:55

State of New York | ss:
Department of State

I hereby certify, that the certificate of incorporation of A.R.C. NETWORKS CORP. was filed on 02/22/1993, with perpetual duration, and that I have made a diligent examination of the index of corporation papers filed in this Department for a certificate, order, or record of a dissolution, and upon such examination, I find no such certificate, order or record, and that so far as indicated by the records of this Department, such corporation is a subsisting corporation.

The Statement of Addresses and Directors is past due.

Witness my hand and the official seal
of the Department of State at the City
of Albany, this 14th day of March
one thousand nine hundred and
ninety-six.



Alexander F. Treadwell

Secretary of State

199603150263 63

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
96 MAR 20 AM 7:55

**** APPENDIX A ****

CERTIFICATE TRANSFER STATEMENT

N/A

I, _____, current holder of certificate number _____,

have reviewed this application and join in the petitioner's request.

Signature of owner or chief
officer of the certificate

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):

- 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.)



Peter F. Parrinello

President
Title

(212) 566-2100
Telephone Number

5-7-96
Date

**** APPENDIX C ****

INTRASTATE NETWORK

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

N/A

1) 2)

3) 4)

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

N/A

1) 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>
-------------------	-------------	------------------

N/A

4. **ORIGINATING SERVICE:** Please provide the list of exchanges where you are proposing to provide originating service within 30 days after the effective date of the certificate (Appendix D).

All exchanges within the State of Florida.

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).

Applicant will provide inter-EAEA services over resold facilities. Intra-EAEA calls will be handled by the Customer's Local Exchange Carrier.

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?



Peter R. Parrinello

President

Title

(212) 566-2100

Telephone Number

5-7-96

Date

****APPENDIX D****

FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES

A.R.C. Networks, Inc. proposes to provide service throughout the State of Florida.

FISHER WAYLAND COOPER LEADER & ZARAGOZA L.L.P.
2001 PENNSYLVANIA AVENUE, N.W.
SUITE 400
WASHINGTON, D. C. 20006-1851
TELEPHONE (202) 659-3494

KEVIN M. WALSH
(202) 862-3761

FACSIMILE
(202) 296-6518

NOT ADMITTED IN D.C.

May 13, 1996

VIA FEDERAL EXPRESS

Florida Public Service Commission
Division of Administration
2540 Shumard Oak Boulevard
Gunter Building
Tallahassee, Florida 32399

RECEIVED
FLORIDA PUBLIC
SERVICE COMMISSION
96 MAY 14 PM 12:17
MAIL ROOM

960610-TT

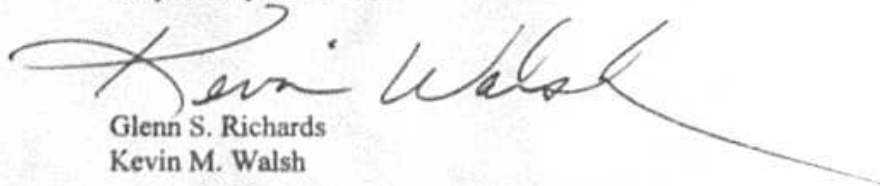
Re: A.R.C. Networks, Inc.
Application for Certification

Dear Sir or Madam:

Transmitted herewith on behalf of A.R.C. Networks, Inc. ("ARC") are an original and six copies of ARC's Application for a Certification of Public Convenience and Necessity so that it may provide interexchange telecommunications services in the State of Florida. Also enclosed is a \$250.00 check to cover the corresponding filing fee.

Please date-stamp the "Receipt" copy of this filing and return it in the enclosed, self-addressed, stamped envelope. If you have any questions regarding this matter, please contact the undersigned.

Respectfully submitted,


Glenn S. Richards
Kevin M. Walsh

Enclosures

P:\WP51\DOC\6018-000.FL

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

Initials of person who forwarded check: A.G.

05416 MAY 14 8