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January 8, 1997

Check received with filing and
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Fiscal to forward a copy of check
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Incl. of person who forwarded check:


VIA OVERNIGHT MAIL

Florida Public Service Commission
Division of Communications, Certification
and Compliance Section
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0866

Re: *Application of Microwave Services, Inc. for Authority to Provide
Interexchange Telecommunication Service Within the State of Florida*

ACK _____

AFA _____

APP _____ Dear Chief Clerk:

CAF _____

CMU _____

CTR _____

EAG _____

LEG _____

LIN _____

OPC _____

RCH _____

SEC _____

WAS _____

OTH _____

Transmitted herewith for filing on behalf of Microwave Services, Inc. ("MSI") is an original and six (6) copies of its Application and Exhibits to obtain authority to provide interexchange telecommunication service within the State of Florida. As MSI is eager to commence providing service in Florida, it hereby requests expeditious processing of this Application.

A check in the amount of \$250.00 has been enclosed to cover the filing fee associated with this Application.

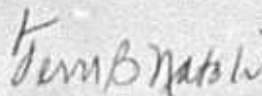
DOCUMENT NUMBER-DATE
00294 JAN-95
FPSC-RECORDS/REPORTING

Florida Public Service Commission
January 8, 1997
Page 2

So that we may have proof of receipt of this filing, please date-stamp as received the extra copy of this Application and return it in the self-addressed stamped envelope.

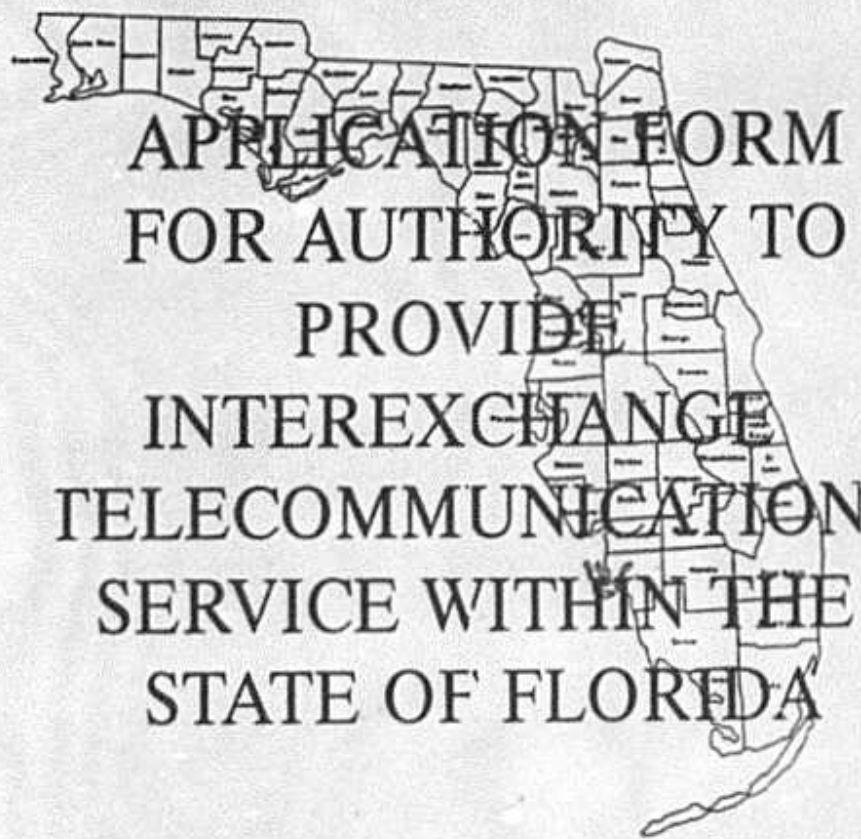
Please do not hesitate to contact the undersigned directly should you need any additional information.

Sincerely,



Terri B. Natoli
Counsel to Microwave Services, Inc.

Enclosures
48564



APPLICATION FORM
FOR AUTHORITY TO
PROVIDE
INTEREXCHANGE
TELECOMMUNICATION
SERVICE WITHIN THE
STATE OF FLORIDA

ORIGINAL

DOCUMENT NUMBER - DATE

00296 JAN-95

**** FLORIDA PUBLIC SERVICE COMMISSION ***

DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION

APPLICATION FORM
for
AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICE
WITHIN THE STATE OF FLORIDA

Instructions

- A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).
- B. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. If you have questions about completing the form, contact:
- E. Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250.00 to:

Florida Public Service Commission
Division of Communications
Bureau of Service Evaluation
2540 Shumard Oak Blvd.
Gunter Building
Tallahassee, Florida 32399-0850
(904) 413-6600

Florida Public Service Commission
Division of Administration
2540 Shumard Oak Blvd.
Gunter Building
Tallahassee, Florida 32399-0850
(904) 413-6251

1. 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.
- Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- Switchless Rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.
- Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

2. 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 an uncertificated company).
- Approval for transfer of control (To another certificated company).

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

Microwave Services, Inc.

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

Microwave Services, Inc. or MSI

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

3 Bala Plaza East, Suite 502
Bala Cynwyd, PA 19004

6. Florida address (including street name & number, post office box, city, state and zip code): MSI is still in the process of identifying the precise location within the state that will serve as the site for its Florida business operations. As soon as this location is determined MSI will promptly notify the Commission

7. Structure of organization;

- Individual
- Foreign Corporation
- General Partnership
- Other, _____
- Corporation
- Foreign Partnership
- Limited Partnership

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

- (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.

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.

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: F96000002331

- (b) Name and address of the company's Florida registered agent. CT Corporation System
1200 S. Pine Island Rd.
Plantation, FL 33324

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

N/A

Fictitious name registration number: N/A

- (c) 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;

See Exhibit A.

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

See Exhibit A.

(c) Tariff;

See Exhibit A.

(d) Complaints/Inquiries from customers; MSI has a toll free customer service number, 1-800-689-9367, which customers can call to receive prompt service regarding inquiries or complaints.

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

See Exhibit B.

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

See Exhibit B.

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

See Exhibit B.

(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. Operators.
 Billing and Collection. Sales.
 Maintenance.
 Other: _____

13. Do you have a marketing program?
See Exhibit C.

14. Will your marketing program:
 Pay commissions?
 Offer sales franchises?
 Offer multi-level sales incentives?
 Offer other sales incentives?

See Exhibit C.

15. Explain any of the offers checked in question 14 (To whom, what amount, type of franchise, etc.).

16. Who will receive the bills for your service (Check all that apply)? See Exhibit C-1.

- Residential customers. Business customers.
 PATS providers. PATS station end-users.
 Hotels & motels. Hotel & motel guests.
 Universities. Univ. dormitory residents.
 Other: (specify) _____

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 - however MSI's bills will be rendered by its billing agent Associated Communications, LLC, who customers may also contact regarding its bills.**

(b) Name and address of the firm who will bill for your service. **Associated Communications, L.L.C.
11 Canal Center Plaza, Suite 300
Alexandria, VA 22314-1538**

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

A. Financial capability. See Exhibit D.

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements for the most recent 3 years, including:

1. the balance sheet
2. income statement
3. statement of retained earnings.

Further, a written explanation, which can include supporting documentation, regarding the following should be provided to show financial capability.

1. Please provide documentation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.

2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.

3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

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

If available, the financial statements should be audited financial statements.

If the applicant does not have audited financial statements, it shall be so stated. The unaudited financial statements should then be signed by the applicant's chief executive officer and chief financial officer. The signatures should affirm that the financial statements are true and correct.

B. Managerial capability. See Exhibit E.

C. Technical capability. See Exhibit F.

19. 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 Exhibit G.
20. 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 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).

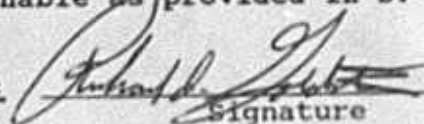
1+

22. Other:

**** APPLICANT ACKNOWLEDGEMENT STATEMENT ****

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
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 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 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083".

UTILITY OFFICIAL:


Signature

10/2/96
Date

Richard Goldstein

VICE PRESIDENT
Title

610 660 4910
Telephone No.

**** APPENDIX A ****

CERTIFICATE TRANSFER STATEMENT

N/A

I, (TYPE NAME) _____,
(TITLE) _____, of (NAME OF COMPANY)
_____, and current
holder of certificate number _____, have reviewed
this application and join in the petitioner's request for a
transfer of the above-mention certificate.

UTILITY OFFICIAL:

Signature

Date

Title

Telephone No.


**** 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.)

UTILITY OFFICIAL:


Signature

10/31/96
Date

Richard Goldstein

VICE PRESIDENT
Title

610.660.4910
Telephone No.

**** APPENDIX C ****

INTRASTATE NETWORK

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

1) 1 Biscayne Blvd. 2) Site in Tampa not yet determined
Miami, FL
(Owned)

3) 4)

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

1) Locations not yet determined 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.

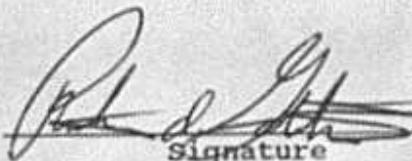
1) <u>POP-to-POP</u>	<u>TYPE</u>	<u>OWNERSHIP</u>
2) Microwave	Owned	MSI
3) Microwave, Fiber, Satellite	Leased	Other Authorized Facilities based or resale carriers

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).

Miami, Tampa/Clearwater

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). To the extent MSI provides service through the resale of other authorized facilities-based carriers, it will comply through their compliance. To the extent MSI uses its own facilities, it will have ALEC authority in the same exchange areas.
6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has () or has not () previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:
- a) What services have been provided and when did these services begin?
- b) If the services are not currently offered, when were they discontinued?

UTILITY OFFICIAL:


Signature

10/2/96
Date

Richard Goldstein

VICE PRESIDENT
Title

610 660 4910
Telephone No.

**** 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).

**** FLORIDA EAS FOR MAJOR EXCHANGES ****

<u>Extended Service Area</u>	<u>with</u>	<u>These Exchanges</u>
PENSACOLA:		Cantonment, Gulf Breeze Pace, Milton Holley-Navarre.
PANAMA CITY:		Lynn Haven, Panama City Beach, Youngstown-Fountain and Tyndall AFB.
TALLAHASSEE:		Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks.
JACKSONVILLE:		Baldwin, Ft. George, Jacksonville Beach, Callahan, Maxville, Middleburg Orange Park, Ponte Vedra and Julington.
GAINESVILLE:		Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.
OCALA:		Belleview, Citra, Dunnellon,

Forest Lady Lake (B21),
McIntosh, Oklawaha,
Orange Springs, Salt Springs and
Silver Springs Shores.

DAYTONA BEACH:

New Smyrna Beach.

TAMPA:

Central	None
East	Plant City
North	Zephyrhills
South	Palmetto
West	Clearwater

CLEARWATER:

St. Petersburg, Tampa-West and
Tarpon Springs.

ST. PETERSBURG:

Clearwater.

LAKELAND:

Bartow, Mulberry, Plant City,
Polk City and Winter Haven.

ORLANDO:

Apopka, East Orange, Lake Buena
Vista, Oviedo, Windermere,
Winter Garden,
Winter Park, Montverde, Reedy
Creek, and Oviedo-Winter
Springs.

WINTER PARK:

Apopka, East Orange, Lake Buena Vista,
Orlando, Oviedo, Sanford, Windermere,
Winter Garden, Oviedo-Winter Springs
Reedy Creek, Geneva and Montverde.

TITUSVILLE:

Cocoa and Cocoa Beach.

COCOA:

Cocoa Beach, Eau Gallie,
Melbourne and Titusville.

MELBOURNE:

Cocoa, Cocoa Beach, Eau Gallie
and Sebastian.

SARASOTA:

Bradenton, Myakka and Venice.

FT. MYERS:

Cape Coral, Ft. Myers Beach, North Cape
Coral, North Ft. Myers, Pine Island, Lehigh
Acres and Sanibel-Captiva Islands.

NAPLES:

Marco Island and North Naples.

WEST PALM BEACH:

Boynton Beach and Jupiter.

FORM PSC/CMU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-
24.480(2).

POMPANO BEACH:

Boca Raton, Coral Springs,
Deerfield Beach and Ft.
Lauderdale.

FT. LAUDERDALE:

Coral Springs, Deerfield Beach,
Hollywood and Pompano Beach.

HOLLYWOOD:

Ft. Lauderdale and North Dade.

NORTH DADE:

Hollywood, Miami and Perrine.

MIAMI:

Homestead, North Dade and
Perrine

**** APPENDIX E ****

**** GLOSSARY ****

ACCESS CODE: The term denotes a uniform four or seven digit code assigned to an individual IXC. The five digit code has the form 10XXX and the seven digit code has the form 950-XXXX.

BYPASS: Transmission facilities that go direct from the local exchange end user to an IXC point of presence, thus bypassing the local exchange company.

CARRIERS CARRIER: An IXC that provides telecommunications service, mainly bulk transmission service, to other IXC only.

CENTRAL OFFICE: A local operating unit by means of which connections are established between subscribers' lines and trunk or toll lines to other central offices within the same exchange or other exchanges. Each three (3) digit central office code (NXX) used shall be considered a separate central office unit.

CENTRAL OFFICE CODE: The term denotes the first three digits (NXX) of the seven (7) digit telephone number assigned to a customer's telephone exchange service.

COMMISSION: The Florida Public Service Commission.

COMPANY, TELEPHONE COMPANY, UTILITY: These terms may be used interchangeably herein and shall mean any person, firm, partnership or corporation engaged in the business of furnishing communication service to the public under the jurisdiction of the Commission.

DEDICATED FACILITY: The term denotes a transmission circuit which is permanently for the exclusive use of a customer or a pair of customers.

ENT USER: The term denotes any individual, partnership, association, corporation, governmental agency or any other entity which (A) obtains a common line, uses a pay telephone or obtains interstate service arrangements in the operating territory of the company or (B) subscribes to interstate services provided by an IXC or uses the services of the IXC when the IXC provides interstate service for its own use.

EQUAL ACCESS EXCHANGE AREAS: EAEA means a geographic area, configured based on 1987 planned toll center/access tandem areas, in which local exchange companies are responsible for providing equal access to both carriers and customers of carriers in the most economically efficient manner.

EXCHANGE: The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange area. An exchange may include more than one central office unit.

EXCHANGE (SERVICE) AREA: The territory, including the base rate suburban and rural areas served by an exchange, within which local telephone service is furnished at the exchange rates applicable within that area.

EXTENDED AREA SERVICE: A type of telephone service furnished under tariff provision whereby subscribers of a given exchange or area may complete calls to, and receive messages from, one or more other contiguous exchanges without toll charges, or complete calls to one or more other exchanges without toll message charges.

FACILITIES BASED: An IXC that has its own transmission and/or switching equipment or other elements of equipment and does not rely on others to provide this service.

FOREIGN EXCHANGE SERVICES: A classification of exchange service furnished under tariff provisions whereby a subscriber may be provided telephone service from an exchange other than the one from which he would normally be served.

FEATURE GROUPS: General categories of unbundled tariffs to stipulate related services.

Feature Group A: Line side connections presently serving specialized common carriers.

Feature Group B: Trunk side connections without equal digit or code dialing.

Feature Group C: Trunk side connections presently serving AT&T-C.

Feature Group D: Equal trunk access with subscription.

INTEREXCHANGE COMPANY: means any telephone company, as defined in Section 364.02(4), F.S. (excluding Payphone Providers), which provides telecommunication service between exchange areas as those areas are described in the approved tariffs of individual local exchange companies.

INTER-OFFICE CALL: A telephone call originating in one central office unit or entity but terminating in another central office unit or entity both of which are in the same designated exchange area.

INTRA-OFFICE CALL: A telephone call originating and terminating within the same central office unit or entity.

INTRASTATE COMMUNICATIONS: The term denotes any communications in Florida subject to oversight by the Florida Public Service Commission as provided by the laws of the State.

INTRA-STATE TOLL MESSAGE: Those toll messages which originate and terminate within the same state.

LOCAL ACCESS AND TRANSPORT AREA: LATA means the geographic area established for the administration of communications service. It encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL EXCHANGE COMPANY (LEC): Means any telephone company, as defined in Section 364.02(4), F.S., which, in addition to any other telephonic communication service, provides telecommunication service within exchange areas as those areas are described in the approved tariffs of the telephone company.

OPTIONAL CALLING PLAN: An optional service furnished under tariff provisions which recognizes a need of some subscribers for extended area calling without imposing the cost on the entire body of subscribers.

900 SERVICE: A service similar to 800 service, except this service is charged back to the customer based on first minute plus additional minute usage.

PIN NUMBER: A group of numbers used by a company to identify their customers.

PAY TELEPHONE SERVICE COMPANY: Means any telephone company, other than a Local Exchange Company, which provides pay telephone service as defined in Section 364.335(4), F.S.

POINT OF PRESENCE (POP): Bell-coined term which designates the

FORM PSC/CMU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

actual (physical) location of an IXC's facility. Replaces some applications of the term "demarcation point."

PRIMARY SERVICE: Individual line service or party line service.

RESELLER: An IXC that does not have certain facilities but purchases telecommunications service from an IXC and then resells that service to others.

STATION: A telephone instrument consisting of a transmitter, receiver, and associated apparatus so connected as to permit sending and/or receiving telephone messages.

SUBSCRIBER, CUSTOMER: These terms may be used interchangeably herein and shall mean any person, firm, partnership, corporation, municipality, cooperative organization, or governmental agency supplied with communication service by a telephone company.

SUBSCRIBER LINE: The circuit or channel used to connect the subscriber station with the central office equipment.

SWITCHING CENTER: Location at which telephone traffic, either local or toll, is switched or connected from one circuit or line to another. A local switching center may be comprised of several central office units.

TRUNK: A communication channel between central office units or entities, or private branch exchanges.

Commission Liaison

Persons to receive correspondence or communications regarding this application or MSI's service are as follows:

Terri B. Natoli
Robert E. Stup, Jr.
Fleischman and Walsh, L.L.P.
1400 Sixteenth Street, N.W.
Washington, D.C. 20036
(202) 939-7900 (Voice)
(202) 745-0916 (Facsimile)

Counsel for Microwave Services, Inc.

and copies to

Richard I. Goldstein
Vice President
Microwave Services, Inc.
3 Bala Plaza East, Suite 502
Bala Cynwyd, PA 19004
(610) 660-4910 (Voice)
(610) 660-4920 (Facsimile)

**Other States In Which Applicant Has Applied,
or Will Apply to Provide
Interexchange Telecommunications Services**

Applicant currently holds licenses from the Federal Communications Commission (the "FCC") to construct and operate 18 GHz microwave facilities in 26 Standard Metropolitan Statistical Areas ("SMSAs") covering approximately 20 states, including the State of Florida.

It is through these facilities, in conjunction with the resale of the interexchange facilities and services of other authorized carriers that MSI will provide its interexchange services nationwide. Accordingly, MSI has either filed or is in the process of preparing and filing applications for interexchange service in all of the states listed below where it will have licensed FCC facilities.

These states include:

Arizona
California
Florida
Georgia
Illinois
Indiana
Kansas
Maryland
Michigan
Minnesota
Missouri
New Jersey
Ohio
Oregon
Pennsylvania
Texas
Virginia
Washington
Washington, DC
Wisconsin

Through the microwave facilities it has constructed or is constructing in the above-listed states, MSI has applied to provide local exchange service, and has received authority and indeed in many states is already providing private line services and enhanced services.

Customer Complaint Process

MSI's services will be marketed by its marketing agent, Associated Communications, L.L.C. ("Associated"), a joint venture limited liability company formed by MSI and another FCC 18 GHz licensee, Digital Services Corporation ("DSC"), to act as Applicant's agent for a variety of services and management functions including, but not limited to marketing services to potential customers and managing Applicant's competitive telecommunications networks. Associated will receive a management fee for providing its marketing and management services.

Who will receive the bills for your service?

MSI will initially market to small and medium size business customers and other carriers, but may eventually offer service on a residential basis.

Financial Capability

MSI's financial capability to provide the interexchange services for which it seeks authority is already before the Commission in Docket 961337-TX, MSI's pending application for authority to provide alternative local exchange service ("ALEC") in Florida (See Exhibit D thereto). MSI is not therefore resubmitting this lengthy duplicative information with this application, with the exception of the copy that is being sent directly to Ms. Sonja Jones in the Division of Audit and Financial Analysis, for her convenience in processing this Application. As set forth in Exhibit D to MSI's ALEC application, MSI's financial capability is derived primarily from the financial resources of its parent company, AGI, as demonstrated by The Associated Group, Inc.'s ("AGI") most recent annual report as well as AGI's most recent SEC Forms 10-Q which are before the Commission in Docket 961337-TX.

As described in those audited financial statements, AGI has significant financial resources and has committed to making those funds available to MSI as necessary during the inevitable start-up period following entry into the business, during which current sales may not cover current costs.¹

With respect to the three specific questions the Commission has asked regarding MSI's financial capability 1) to provide the requested service in the geographic area proposed; 2) to maintain the requested service and; 3) to meet its lease or ownership obligations, MSI submits that it has the financial capability to meet all of these requirements by virtue of the funds its parent company, AGI, is committed to infusing into MSI's operation until it has sufficient revenue to sustain its own operations. Should the Commission require a letter of commitment in addition to what is included in AGI's Annual Report, MSI would be pleased to provide it. In addition, MSI will provide its pro forma, projected 10-year income statements upon request should the Commission desire to see these statements.

¹ See The Associated Group Inc.'s 1995 Annual Report at page 12.

Managerial Capability

MSI is a wholly-owned subsidiary of The Associated Group, Inc. ("AGI"). Together AGI and MSI have substantial and significant managerial and operational experience in the provision of telecommunications services and systems.

Myles Berkman has served as President, Chief Executive Officer and Treasurer of MSI since its inception, as well as of its parent company AGI, and its predecessor company ACC since ACC's inception in 1979. In that capacity, he oversaw the development of a company that: a) constructed and managed four cellular systems in New York State; b) managed a digital microwave network and international teleport facility in Los Angeles; c) managed a mobile telephone and paging system in New York City and New Jersey, and d) aided in the construction and operation of a cellular system in southeastern Mexico and the Yucatan Peninsula.

David Berkman serves as MSI's Executive Vice President and Director and has also served AGI in various capacities since 1983. In addition, he serves on the Board of Directors of Grupo Portatel, S.A. de C.V., a Mexican cellular system in which AGI has an interest, and is Vice Chairman of Portatel de Suresta, S.A. de C.V. He is a former Director and member of the Executive Committee of the Cellular Telephone Industry Association.

MSI's nationwide operations are overseen by Richard Goldstein, its Vice President who has over thirteen years of telecommunications experience and its technical operations will be overseen by Mr. John Dion, who has over 17 years of telecommunications experience.

In addition, MSI and another FCC 18 GHz licensee, Digital Services Corporation, have formed a joint venture limited liability company, Associated Communications, L.L.C. ("Associated") to act as an agent for a variety of services and management functions including, but not limited to, the marketing of services to potential customers and the management of the competitive local exchange carrier networks. The Chairman and CEO of Associated is Mr. Alex Mandl, former President of AT&T, and an individual with numerous years of hands-on experience in the business of providing high-quality, facilities-based telecommunications services to the public. Applicant's day to day operations will be managed by Peter Vouvounas, who has more than twenty five years of experience in the telecommunications industry. Mr. Vouvounas, for the past seventeen years, has directed the development and operation of numerous nationwide and regional radio and wireless networks for a number of major companies.

Exhibit E
Item 18B
(Continued)

Biographical sketches of all of the above-named individuals have been provided to the Commission in Docket 961337-TX, MSI's pending application for authority to provide alternative local exchange service ("ALEC"), at Exhibit E.

Technical Ability

MSI holds licenses from the FCC to construct and operate microwave facilities in the Tampa and Miami Standard Metropolitan Statistical Areas ("SMSAs") using frequencies in the 18 GHz frequency band. MSI holds similar licenses in 26 additional market areas covering approximately 20 states. Through these 18 GHz microwave transmission facilities, MSI currently provides or will provide facilities-based switched and dedicated high-speed, interstate common carrier and enhanced telecommunications services as well as intrastate local and long distance services. Through these microwave facilities and the technologically advanced state-of-the art nodal equipment which MSI will employ, in conjunction with the authorized services and facilities of other authorized carriers in the State of Florida, MSI plans to eventually provide all types of telecommunications throughout Florida. Through the technical telecommunications experience of its current officers, directors and employees and those of its parent company, as set forth in Exhibit E, and by means of access to the technical abilities and experience of its affiliated entities, MSI has the requisite technical ability to render the telecommunications services for which authority is sought herein. In addition, MSI together with another FCC 18 GHz microwave licensee, Digital Services Corporation, have formed a joint venture limited liability company, Associated Communications, L.L.C. ("Associated"), which will provide marketing and management services to MSI in relation to the provision of its local exchange and interexchange carrier networks. The CEO and President of Associated is Mr. Alex Mandl, former President of AT&T, and an individual with numerous years of hands-on experience in the provision of facilities-based telecommunications services.

Finally, in Docket No. 960640-TA, Certificate No. 4707, the Commission deemed MSI to be technically qualified to provide Alternative Access Vendor service ("AAV") in Florida.

Exhibit G
Item 19

**PROPOSED FLORIDA TARIFF FOR
MICROWAVE SERVICES, INC.**

TITLE SHEETFLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Microwave Services, Inc. ("MSI"), 3 Bala Plaza East, Suite 502, Bala Cynwyd, Pennsylvania 19004. 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.

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EFFECTIVE: _____

ISSUED BY: Richard I. Goldstein, Vice President
Microwave Services, Inc.
3 Bala Plaza East, Suite 502
Bala Cynwyd, Pennsylvania 19004

CHECK SHEET

Sheets 1 through 20 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</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

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TABLE OF CONTENTS

Title Sheet	Title
Check Sheet	1
Table of Contents	2
Section 1: Technical Terms and Abbreviations	5
Section 2: Rules and Regulations	8
Section 3: Description of Service	15
Section 4: Rates	17

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SYMBOLS

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

- D - Delete or Discontinue
- I - Change Resulting In An Increase to A Customer's Bill
- M - Moved from Another Tariff Location
- N - New
- R - Change Resulting In A Reduction to A Customer's Bill
- T - Change in Text or Regulation But No Change In Rate or Charge

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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 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:
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 this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on the 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.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS1.1. Access Line

An arrangement which connects the calling customer's location to an MSI network switching center or a switching center of one of MSI's underlying carriers.

1.2. Authorization Code

A multi-digit code which enables a customer to access Carrier's network and enables Carrier to identify the customer's use for proper billing.

1.3. Business Hours

The phrase "business hours" means the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.

1.4. Business Office

The phrase "business office" means the primary location where the business operations of Carrier are performed and where a copy of Carrier's tariff is made available for public inspection. The address of Carrier's business office is 3 Bala Plaza East, Suite 502, Bala Cynwyd, Pennsylvania 19004.

1.5. Called Station

Denotes the terminating point of a call (i.e., the called telephone number).

1.6. Calling Station

Denotes the originating point of a call (i.e., the calling number).

1.7. Company or Carrier

Microwave Services, Inc. ("MSI").

1.8. Customer

The person, firm, corporation or other entity which orders service and is responsible for payment of charges due and for compliance with the Company's tariff regulations.

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1.9. Day

The term "day" means 8:00 A.M. to, but not including 5:00 P.M. local time at the originating city, Monday through Friday, excluding Company specific holidays.

1.10. Delinquent or Delinquency

The terms "delinquent" and "delinquency" mean an account for which payment has not been made in full on or before the last day for timely payment.

1.11. Evening

The term "evening" means 5:00 P.M. to, but not including 11:00 P.M. local time at the originating city, Sunday through Friday and all Company specific holidays except when a lower rate would apply.

1.12. End User

A person initiating an intrastate telephone call using the services of the Company.

1.13. Holiday

The term "holiday" means 8:00 a.m. to, but not including 11:00 p.m. local time at the originating city on all Company-specific holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.

1.14. Incomplete Call

Any call where voice transmission between the calling and called station is not established (i.e., busy, no answer, etc.)

1.15. LATA - (Local Access and Transport Area)

A geographic area established as required by the Modified Final Judgment entered in United States v. Western Electric Co., Inc., 552 F. Supp. 131 (D.D.C. 1982), within which a local exchange telephone company provides communication services.

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1.16. LEC - Local Exchange Telephone Company

A telephone company utility that provides local telecommunications services to a specific geographical area for business and residential customers.

1.17. Night/Weekend

The words "night/weekend" mean 11:00 P.M. to but not including 8:00 A.M. local time in the originating city, all day on Saturday, and all day Sunday except from 5:00 P.M. to, but not including 11:00 P.M.

1.18. Nonbusiness Hours

The phrase "nonbusiness hours" means the time period after 5:00 P.M. and before 8:00 A.M., Monday through Friday, all day Saturday, Sunday, and on holidays.

1.19. OCC - Other Common Carrier

The term "other common carrier" denotes a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications service.

1.20. Subscriber

The term "subscriber" can be interchanged with customer.

1.21. Switch

The term "switch" denotes an electronic device which is used to provide circuit sharing, routing, and control.

1.22. Timely Payment

The term "timely payment" means a payment on a customer's account made on or before the due date.

1.23. Underlying Carrier

A provider of interexchange telecommunication services from whom MSI may acquire facilities or services which it resells to its customers.

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SECTION 2 - RULES AND REGULATIONS2.1. Undertaking of Microwave Services, Inc.

The Company provides domestic intrastate services through its own facilities or the resale of the domestic services and facilities of other authorized carriers to customers for the transmission of voice, data and facsimile, and other special services on a switched and dedicated basis. All services are to be provided in accordance with the terms and conditions set forth in this tariff.

MSI installs, operates and maintains the communication services provided hereunder in accordance with the terms and conditions set forth under this tariff. It 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 MSI network. The customer shall be responsible for all charges due for such service arrangements.

The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

2.2. Limitations

- 2.2.1 Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this Tariff.
- 2.2.2 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the customer or end-user is using the service in violation of law or the provisions of this Tariff.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission nor for failure to establish connections.
- 2.2.4 The Company reserves the right to refuse service to customers or end-users due to insufficient or invalid charging information.

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2.3. Connection Fees

The Company does not currently charge a connection fee to provide service.

2.4 Use of Service

2.3.1 Services provided under this Tariff may be used only for the transmission of communications in a manner consistent with the terms of this tariff and regulations of the Federal Communications Commission.

2.3.2 Services provided under this Tariff shall not be used for unlawful purposes.

2.5. Liabilities of the Company

2.4.1. MSI's liability for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the transmission occurring in the course of furnishing service, channels or other facilities, and not caused by the negligence of the customers, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in the transmission occur. For the purposes of computing such amount, a month is considered to have thirty (30) days.

2.4.2. In no event will carrier be responsible for consequential damages or lost profits suffered by a customer or end user as a result of interrupted or unsatisfactory service.

2.4.3. Carrier is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of other carriers or companies shall be deemed to be agents or employees of carrier.

2.4.4. Carrier shall be indemnified and held harmless by the customer or end user against:

2.4.4.A. Claims for libel, slander or infringement of copyright arising out of the material, data, information or other

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- content transmitted over carrier's channels or facilities;
- 2.4.4.B. Patent infringement claims arising from combining or connecting carrier-furnished channels with apparatus and systems of the customer; and
- 2.4.4.C. All other claims arising out of any act or omission of the customer or end user in connection with any service provided by carrier.
- 2.4.5. Carrier is not liable for any act or omission of any other company or companies, including, but not limited to any LEC or underlying carrier furnishing a portion of the service.
- 2.4.6. Carrier does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The customer indemnifies and holds carrier harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or persons, for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment so used.
- 2.4.7. Carrier is not liable for any defacement of, or damage to, the premises of a customer resulting from the furnishing of services or the attachment of instruments, apparatus and associated wiring furnished by carrier on such customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of carrier negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of carrier without written authorization.

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2.5: Responsibilities of the Customer

- 2.5.1 The End-User is responsible for taking all necessary legal steps for interconnecting the customer-provided terminal equipment or communications systems with Carrier facilities or services. The End-User shall secure all licenses, permits, rights-of-way and other arrangements necessary for such interconnection.
- 2.5.2 The End-User shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services; that the signals emitted into the Carrier network are of the proper mode, bandwidth, power and signal level for the intended use of the End-User and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel or degrade service to other customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Carrier will permit such equipment to be connected with its channels without the use of protective interface devices.
- 2.5.3 If the End-User fails to maintain the equipment and/or system properly, with resulting imminent harm to Carrier equipment, personnel or the quality of service to other end-users, Carrier may, upon written notice, require the use of protective equipment at the End-User's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon written notice, terminate the End-User's service.
- 2.5.4 The End-User shall be responsible for securing its telephone equipment against being used to place fraudulent calls using the Company's service. The End-User shall be responsible for payment of all applicable charges for services provided by the Company and charged to the end-user even where those calls are originated by fraudulent means either from End-User's premises or from remote locations.

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- 2.5.5 MSI shall be indemnified and held harmless by the End-User against claims of liable, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over the channel, against claims for infringement of patents arising from, combining with, or using in connection with, service furnished by MSI, apparatus and systems of the member; against all other claims arising out of any act or omission of the member in connection with the service provided by MSI. The end-user shall be liable for:
- 2.5.5.A Loss due to theft, fire, flood, or other destruction of MSI equipment or facilities on subscriber's premises.
- 2.5.5.B Reimbursing MSI for damages to facilities or equipment caused by the negligence or willful acts of the subscriber's officers, employees, agents or contractors.
- 2.5.5.C Charges incurred with interconnect or local operating companies for service or service calls made to the end-user's premises or on the end-user's leased or owned telephonic equipment unless MSI specifically authorizes said visit or repairs in advance of the occurrence and MSI agrees in advance to accept the liability for said repairs or visit.
- 2.5.5.D Payment for all MSI service charges incurred through usage or direct action on the part of the end-user.

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2.6. Interruption of Service

- 2.6.1. Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the customer or to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in 2.4 herein. It shall be the obligation of the customer or end user to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the customer or end user shall ascertain that the trouble is not being caused by any action or omission by the customer within his/her control, or is not in wiring or equipment, if any, furnished by the customer and connected to the Company's facilities.
- 2.6.2. For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.3. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.6.4. The customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

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

"A" - outage time in hours

"B" - total monthly charge for affected facility

- 2.6.5. If written notice of a dispute as to charges is not received by the Company within thirty (30) days of the date a bill is issued, such charges shall be deemed to be correct and binding on the customer or end user.

2.7. Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in Part 64, Subpart D of

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the Rules and Regulations of the Federal Communications Commission.

2.8. Deposits and Advance Payments

The Company does not currently require deposits or advance payments from customers. Carrier may in the future require an advance payment not to exceed one month's estimated service or equipment charges if deemed necessary, based on a customer's credit history. Should MSI determine that a deposit or advance payment is necessary prior to providing service which exceeds one month's estimated charges, MSI will maintain and file a surety bond with the FPSC prior to receiving such a deposit.

2.9. Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.10 Exclusion Requirements for Specific Service

Carrier offers no exclusion for specific services.

2.11 Employee Concessions

Carrier offers no special employee concessions.

2.12 Customer Billing Inquiries

Any customer who has a question regarding his/her telephone bill may contact MSI at its toll free number, 1-800-689-9367 or through its billing agent, Associated Communications L.L.C. at 11 Canal Center Plaza, Suite 300, Alexandria, VA 22314-1538.

2.13 Disconnection of Service

MSI may disconnect service at any time, without notice where:

2.13.1 The customer or end-user violates any provision of this tariff.

2.13.2 The customer or end-user violates or causes to be violated any statute or rule or regulation of federal or state authorities having jurisdiction over the service provided by carrier.

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2.14 Payment of Charges

Customer bills are issued monthly. The customer will receive its bill on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the customer. Each bill contains monthly recurring charges billed in advance, usage charges billed in arrears, and the last date for timely payment. Carrier will prorate monthly recurring charges based on a 30 day month.

Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of Carrier or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, or cashier's check.

Customer payments are considered prompt when received by Carrier or its agent by the due date on the bill. The due date is 21 days after the bill is rendered and is designated by the due date on the customer's bill. The customer shall have at least 21 days from the rendition of a bill to timely pay the charges stated. Carrier will credit payments within 24 hours of receipt.

Bills that remain unpaid beyond the due date on the bill will incur a late payment charge of 1.5% - or the maximum permitted by law, whichever is higher - of the outstanding unpaid balance for each month or part of a month that the bill remains unpaid after the specified Due Date.

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SECTION 3 - DESCRIPTION OF SERVICE3.1. Billing Increments and Rounding

MSI bills for an initial one minute minimum increment with additional one minute increments thereafter rounded up to the nearest minute unless otherwise specified.

3.2. Timing of Calls

The customer's usage charge is based on actual usage of MSI's network. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision. When software answer supervision is employed, up to sixty (60) seconds of ring is allowed before it is billed as usage of the network. Chargeable time ends when either party hangs up, thereby releasing the network connection.

3.3. Uncompleted Calls

The Company does not bill customers for calls which are not completed (busy numbers, no answer, etc.).

3.4. Credit and Refunds

All requests for call credits due to bad connection, disconnection, wrong number dialed, etc. shall be made through the Company's toll free number at 1-800-689-9367.

3.5. Calculation of Distance

Usage charges for all mileage sensitive services are based on the airline distance between rate centers associated with the originating and terminating points of the call. For the purpose of determining airline mileage, vertical and horizontal grid lines have been established across the United States and Canada. The spacing between adjacent vertical grid lines and between horizontal grid lines represents a distance of one coordinate unit. This unit is the square root of 0.1, expressed in statute miles. International Services Network, Inc. uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research, Inc. in its NPA-NXX V&H Coordinates Tape and the Exchange Carrier Association's NECA Tariff FCC No. 4.

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FORMULA:

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

3.6 Minimum Call Completion Rate

A customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 99% during peak use periods for all Feature Group D services.

3.7 Intrastate Direct Dial Long Distance Service

MSI will provide direct dial (1+) services to its customers. Direct dial services are initiated by a caller dialing 1+ the area code and called number from a telephone location that is presubscribed to MSI.

Service is offered on a measured-use basis for an initial one minute minimum with additional one minute increments thereafter according to the rate plans set forth in Section 4.

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Bala Cynwyd, Pennsylvania 19004

SECTION 4 - RATES

This section sets forth the rates and charges applicable to calls originating and terminating within the State of Florida.

4.1 Intrastate Direct Dial ServicePer Minute Usage Rate

All Mileage Bands \$.25

4.3 Late Payment and Returned Check Charges

Interest charges on unpaid balances may be assessed at the maximum level permitted by State law. The Company may assess a charge of twenty dollars (\$20.00) for each returned check.

4.3 Special Promotions

The Company may from time to time offer special promotions to its customers waiving certain charges. These promotions will be approved by the FPSC with specific starting and ending dates and under no circumstances run for longer than 90 days in any 12 month period.

4.4 Exemptions and Special Rates4.4.1 Discounts for Hearing Impaired Customers

Intrastate toll message rates for TDD users, which is communicated using a telecommunications device for the deaf (TDD) by properly certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, shall be evening and night calls. These discounts shall be offered by all interexchange carriers and LECs.

4.4.2 Operator Assistance and Directory Assistance For Handicapped Persons

Pursuant to FPSC Rules and Regulations, MSI will not charge for the first 50 directory assistance calls initiated per billing cycle by handicapped persons. Operator surcharges for handicapped persons will be waived for

ISSUED: _____, 1997

EFFECTIVE: _____

ISSUED BY: Richard I. Goldstein, Vice President
Microwave Services, Inc.
3 Bala Plaza East, Suite 502
Bala Cynwyd, Pennsylvania 19004

operator assistance provided to a caller who identifies himself as being handicapped and unable to dial the call because of a handicap.

4.4.3. Telecommunications Relay Service

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

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EFFECTIVE: _____

ISSUED BY: Richard I. Goldstein, Vice President
Microwave Services, Inc.
3 Bala Plaza East, Suite 502
Bala Cynwyd, Pennsylvania 19004

FLEISCHMAN AND WALSH, L. L. P.

ATTORNEYS AT LAW

A PARTNERSHIP INCLUDING A PROFESSIONAL CORPORATION

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DEPOSIT TREAS. REC
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January 8, 1997

VIA OVERNIGHT MAIL

Florida Public Service Commission
Division of Communications, Certification
and Compliance Section
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0866

Re: *Application of Microwave Services, Inc. for Authority to Provide
Interexchange Telecommunication Service Within the State of Florida*

Dear Chief Clerk:

FLEISCHMAN AND WALSH, L.L.P.
ATTORNEYS AT LAW
1400 SIXTEENTH STREET, N.W.
WASHINGTON, D.C. 20036

THE RIGGS NATIONAL BANK OF WASHINGTON, DC
PRIVATE BANKING GROUP
WASHINGTON, DC 20074-8758

0010887
10887

PAY: TWO HUNDRED FIFTY AND 00/100

DATE
01-08-97

AMOUNT
250.00

TO THE ORDER OF
FLORIDA PUBLIC SERVICE COMM.

FLEISCHMAN AND WALSH, L. L. P.

ATTORNEYS AT LAW

A PARTNERSHIP INCLUDING A PROFESSIONAL CORPORATION

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Tallahassee, Florida 32399-0866

Re: *Application of Microwave Services, Inc. for Authority to Provide
Interexchange Telecommunication Service Within the State of Florida*

Dear Chief Clerk:

Transmitted herewith for filing on behalf of Microwave Services, Inc. ("MSI") is an original and six (6) copies of its Application and Exhibits to obtain authority to provide interexchange telecommunication service within the State of Florida. As MSI is eager to commence providing service in Florida, it hereby requests expeditious processing of this Application.

A check in the amount of \$250.00 has been enclosed to cover the filing fee associated with this Application.