

**NORTHEAST FLORIDA LONG DISTANCE COMPANY, INC.**

130 NORTH 4TH STREET  
MACLENNY, FLORIDA 32063  
(904)259-2261  
FAX: (904)259-7722

ORIGINAL  
FILE COPY

February 27, 1997

Mr. Thomas E. Williams  
Bureau of Service Evaluation  
Florida Public Service Commission  
Capital Circle Office Center  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

970263-TI

Dear Mr. Williams:

Re: Tariff Filing to Provide Interexchange Telecommunications Service

Enclosed with this filing is Northeast Florida Long Distance Company's (NEFLDC's) application for authority to provide interexchange telecommunications service within the state of Florida, a check in the amount of \$250.00 to cover the application fee, and an original Interexchange Telecommunications Services tariff that contains the rates, charges and service descriptions for the provision of interexchange services within Florida. We have also enclosed twelve copies of the application form and four copies of the tariff, including one copy shown in the legislative format.

The following is a list of the tariff pages:

Original Page 1, Original Page 2, Original Page 3, Original Page 4, Original Page 5, Original Page 6, Original Page 7, Original Page 8, Original Page 9, Original Page 10, Original Page 11, Original Page 12, Original Page 13, Original Page 14, Original Page 15, Original Page 16, Original Page 17, Original Page 18, Original Page 19, Original Page 20, Original Page 21, Original Page 22, Original Page 23, Original Page 24, Original Page 25, Original Page 26, Original Page 27, Original Page 28, Original Page 29, Original Page 30, Original Page 31, Original Page 32, Original Page 33, and Original Page 34.

We would like to request that NFLDC's application be approved by June 1, 1997 or sooner, if possible. To this end, please don't hesitate to call me if you need additional information or would like to discuss our application further. I can be reached at (904) 259-9097 during normal business hours.

Thank you for your assistance in this matter.

Sincerely,



Lynne G. Brewer  
Regulatory Affairs

LGB:kj

Enclosed: Interexchange Carrier Application Form  
Application Fee of \$250.00  
Original Interexchange Telecommunication Services Tariff

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.

DOCUMENT NUMBER-DATE

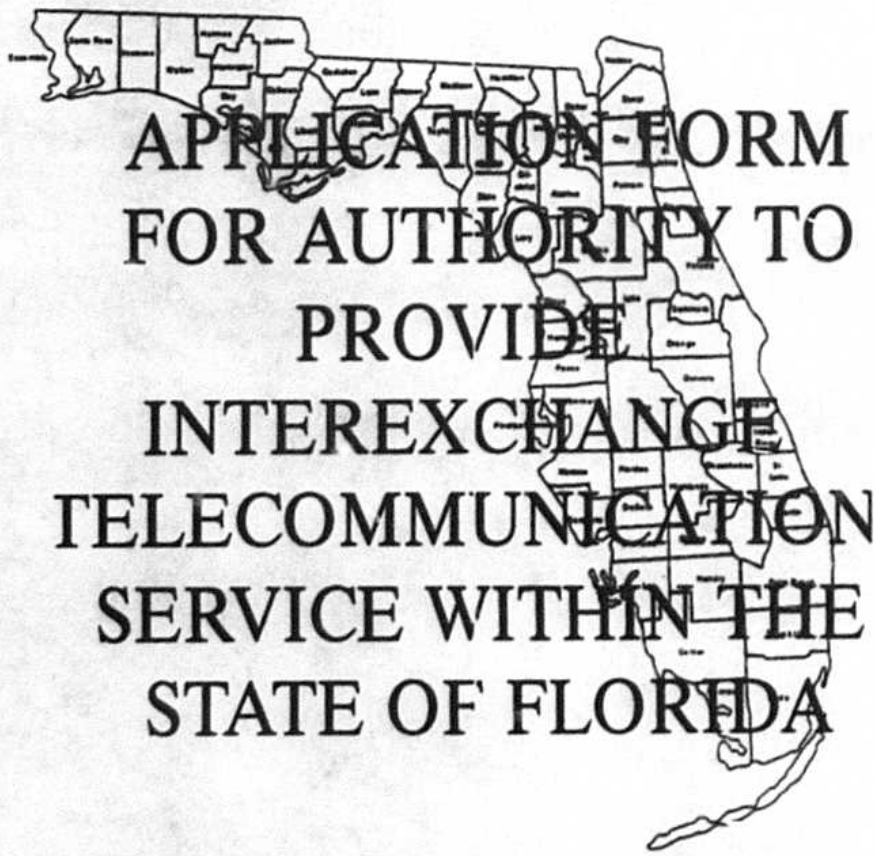
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FPSC-RECORDS/REPORTING

RECEIVED  
FEB 28 1997  
MAIL ROOM  
SERVICES COMMISSION

DEPOSIT TREAS. REC. DATE

D471 ~~memor~~ FEB 28 '97



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

RECEIVED  
97 FEB 23 PM 1:03  
MAIL ROOM

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:  
AS

**\*\* 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**

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**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 twelve (12) 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. 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.
- 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.

3. Name of corporation, partnership, cooperative, joint venture or sole proprietorship:  
Northeast Florida Long Distance Company, Inc.
4. Name under which the applicant will do business (fictitious name, etc.):  
NEFCOM Long Distance
5. National address (including street name & number, post office box, city, state and zip code).  
130 North Fourth Street Phone: (904)259-2261  
Post Office Box 485 Fax: (904)259-7722  
Macclenny, FL 32063
6. Florida address (including street name & number, post office box, city, state and zip code):  
Same as above.
7. Structure of organization;
- ( ) Individual (X) Corporation  
( ) Foreign Corporation ( ) Foreign Partnership  
( ) General Partnership ( ) Limited Partnership  
( ) Other, \_\_\_\_\_
8. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners. Not Applicable
- (a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.169 FS), if applicable.
- (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.
- (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.

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: P96000016505

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

David B. Erwin  
225 South Adams Street  
Tallahassee, FL 32301

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

Fictitious name registration number: G96173900055

- (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.

See Attachment I.

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

- (a) The application; Lynne G. Brewer  
Director - Regulatory Affairs  
130 North 4th Street, P.O. Box 485  
Phone: (904)259-9097 Macclenny, FL 32063
- (b) Official Point of Contact for the ongoing operations of the company; Same as (a) above.

(c) Tariff; Same as (a) above.

(d) **Complaints/Inquiries from customers;**

Essie Thrift - Commercial Services Manager

Phone: (904)259-7354

Address is the same as that in 10(a) above.

**11. List the states in which the applicant:**

(a) **Has operated as an interexchange carrier.**

N/A - NEFCOM Long Distance is a new company and has never offered interexchange services.

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

N/A - See response to question 11. (a).

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

N/A

(d) **Has been denied authority to operate as an interexchange carrier and the circumstances involved.**

N/A - See response to question 11. (a).

(e) **Has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.**

N/A - See response to question 11. (a).

(f) **Has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.**

N/A - See response to question 11. (a.)

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

- ( ) Facilities. ( ) Operators.  
( ) Billing and Collection. ( ) Sales.  
( ) Maintenance.  
(X) Other: None anticipated at this time.

**13. Do you have a marketing program? No. A marketing program is currently under development and will be handled in-house.**

**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.).  
N/A

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

- (X) Residential customers. (X) Business customers.  
( ) PATS providers. ( ) PATS station end-users.  
(X) Hotels & motels. ( ) Hotel & motel guests.  
( ) Universities. ( ) Univ. dormitory residents.  
(X) Other: (specify) Any person or entity who orders or  
uses the services of NEFCOM Long Distance.

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. Questions can be directed to Essie Thrift, Commercial Services Manager (904) 259-2261
- (b) Name and address of the firm who will bill for your service.  
Northeast Florida Telephone Company, Inc.

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

- A. Financial capability  
B. Managerial capability  
C. Technical capability

See Attachments II, III, and IV.

18. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed). Enclosed with this application.



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

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

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

MTS with statewide flat rates per minute (i.e. not distance sensitive)

Method of access is FGA  
 Method of access is FGB  
 Method of access is FGD  
 Method of access is 800

MTS for pay telephone service providers

Block-of-time calling plan (Reach out Florida, Ring America, etc.).

800 Service (Toll free)

WATS type service (Bulk or volume discount)  
 Method of access is via dedicated facilities  
 Method of access is via switched facilities

Private Line services (Channel Services)  
(For ex. 1.544 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

20. 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 - 1+  
MTS for pay telephone service providers - 0+, 0-  
800 Service - 1+  
Operator Services - 0+, 0-

21.  Other: N/A

**ATTACHMENTS:**

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

FORM PSC/CMU 31 (11/91)

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

**CERTIFICATE TRANSFER STATEMENT**

NOT APPLICABLE

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 OFFICAL:**

\_\_\_\_\_  
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:**

*Lynne G. Brewer*  
Signature

2/27/97  
Date

Lynne G. Brewer  
Director of Revenue Requirements  
and Regulatory Affairs  
Title

(904) 259-2261, Ext. 107  
Telephone No.

**\*\* 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. N/A

1) POP-to-POP                      TYPE                      OWNERSHIP

2)

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

Macclenny 904-259  
Sanderson 904-275

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). N/A

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?

**UTILITY OFFICIAL:**

*Lynne G. Brewer*  
Signature

2/27/97  
Date

Lynne G. Brewer  
Director of Revenue Requirements  
and Regulatory Affairs  
Title

(904) 259-2261, Ext. 107  
Telephone No.

**\*\* 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 AAV 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.

**UTILITY OFFICIAL:**

Lynne G. Brewer  
Signature

2/27/97  
Date

Lynne G. Brewer  
Director of Revenue Requirements  
and Regulatory Affairs  
Title

(904) 259-2261, Ext. 107  
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.



**\*\* FLORIDA HAS MAJOR EXCHANGES CONTINUE \*\***

DAYTONA BEACH:	New Smyrna Beach.
TAMPA:	CentralNone EastPlant City NorthZephyrhills SouthPalmetto WestClearwater
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.

**\*\* FLORIDA HAS MAJOR EXCHANGES CONTINUE \*\***

<b>NAPLES:</b>	Marco Island and North Naples.
<b>WEST PALM BEACH:</b>	Boynton Beach and Jupiter.
<b>POMPANO BEACH:</b>	Boca Raton, Coral Springs, Deerfield Beach and Ft. Lauderdale.
<b>FT. LAUDERDALE:</b>	Coral Springs, Deerfield Beach, Hollywood and Pompano Beach.
<b>HOLLYWOOD:</b>	Ft. Lauderdale and North Dade.
<b>NORTH DADE:</b>	Hollywood, Miami and Perrine.
<b>MIAMI:</b>	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 950-10XX.

**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.

**END 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.

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**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 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.

9. If incorporated, please give:

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

(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.

**Yes. Northeast Florida Telephone Company, Inc.**

**Gladys R. Walker - officer, director and stockholder**

**Leon Conner - officer, director and stockholder**

**F. Paul Conner - director and stockholder**

**Linda S. Combs - director and stockholder**



## NORTHEAST FLORIDA LONG DISTANCE COMPANY, INC.

130 NORTH 4TH STREET  
 MACLENNY, FLORIDA 32063  
 (904)259-2261  
 FAX: (904)259-7722

**FORECAST BALANCE SHEET  
 AT THE DATES INDICATED**

	<u>INCEPTION</u>	<u>12/31/97</u>	<u>12/31/98</u>	<u>12/31/99</u>
<b>ASSETS</b>				
<b><u>CURRENT ASSETS</u></b>				
Cash	\$ 500	\$ 35,688	\$ 93,511	\$156,915
Accounts Receivable	<u>    --</u>	<u>49,451</u>	<u>51,924</u>	<u>54,520</u>
	500	85,139	145,435	211,435
<b><u>NONCURRENT ASSETS</u></b>				
Unamortized Org. Cost	<u>3,000</u>	<u>2,400</u>	<u>1,800</u>	<u>1,200</u>
<b><u>TOTAL ASSETS</u></b>	<b>\$ <u>3,500</u></b>	<b>\$ <u>87,539</u></b>	<b>\$ <u>147,235</u></b>	<b>\$ <u>212,635</u></b>
<b><u>LIABILITIES AND EQUITIES</u></b>				
<b><u>CURRENT LIABILITIES</u></b>				
Accounts Payable	\$ <u>3,000</u>	\$ <u>41,796</u>	\$ <u>42,328</u>	\$ <u>44,266</u>
<b><u>STOCKHOLDERS' EQUITY</u></b>				
Common Stock-Common \$10 Par Value-50 Shares	500	500	500	500
Retained Earnings	<u>    --</u>	<u>45,243</u>	<u>104,407</u>	<u>167,869</u>
	<u>500</u>	<u>45,743</u>	<u>104,907</u>	<u>168,369</u>
<b><u>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</u></b>	<b>\$ <u>3,500</u></b>	<b>\$ <u>87,539</u></b>	<b>\$ <u>147,235</u></b>	<b>\$ <u>212,635</u></b>

## NORTHEAST FLORIDA LONG DISTANCE COMPANY, INC.

130 NORTH 4TH STREET  
 MACLENNY, FLORIDA 32063  
 (904)259-2261  
 FAX: (904)259-7722

**FORECAST INCOME STATEMENTS  
 FOR THE YEARS INDICATED**

	Year Ended <u>12/31/97</u>	Year Ended <u>12/31/98</u>	Year Ended <u>12/31/99</u>
<b><u>INCOME</u></b>			
Revenues	\$ 593,415	\$ 623,086	\$ 654,240
Uncollectibles	<u>(19,320)</u>	<u>(20,286)</u>	<u>(21,300)</u>
	<u>574,095</u>	<u>602,800</u>	<u>632,940</u>
<b><u>EXPENSES</u></b>			
Network Access	379,425	398,396	418,316
PIC Charges	12,000	3,388	3,557
Billing & Collecting	42,936	45,082	47,336
Salaries	30,000	30,600	31,212
Investigative Costs	2,000	2,100	2,205
Legal/Regulatory	6,000	1,000	1,000
Accounting	8,000	8,000	8,000
Advertising	15,000	15,000	15,000
Office Facilities	3,200	3,360	3,528
Telephone	300	315	331
Training	2,000	--	--
Amortization-Organization Cost	600	600	600
Miscellaneous	<u>94</u>	<u>99</u>	<u>104</u>
	<u>501,555</u>	<u>507,940</u>	<u>531,189</u>
<b><u>NET INCOME BEFORE PROVISION FOR INCOME TAXES</u></b>	72,540	94,860	101,751
<b><u>PROVISION FOR INCOME TAXES</u></b>	<u>27,297</u>	<u>35,696</u>	<u>38,289</u>
<b><u>NET INCOME</u></b>	<u>\$ 45,243</u>	<u>\$ 59,164</u>	<u>\$ 63,462</u>

**NORTHEAST FLORIDA LONG DISTANCE COMPANY, INC.  
D/B/A  
NEFCOM LONG DISTANCE  
MANAGERIAL AND TECHNICAL CAPABILITIES**

NEFCOM Long Distance will provide interexchange carrier services to telephone subscribers who reside in Baker County, Florida. There will be no employees working directly for NEFCOM Long Distance. All management functions for the IXC company will be performed by NEFCOM, Inc., which will have managerial personnel who have worked for Northeast Florida Telephone Company. NEFCOM, Inc. will also provide managerial support to Northeast Florida Telephone Company, Inc., which has been incorporated since 1955. All of NEFCOM's managers have worked successfully in the telecommunications industry for at least 10 years in all aspects of the telecommunications business.

All billing functions will be performed by Northeast Florida Telephone Company on behalf of NEFCOM Long Distance based on a billing and collection contract. Management activities will be provided by NEFCOM, Inc. Any other technical job functions will be performed by Northeast Florida Telephone Company through contractual arrangements.

TITLE SHEET

(N)

FLORIDA TELECOMMUNICATIONS TARIFF

Rules, Regulations and Rates applying to the provision of Intrastate InterLATA Interexchange telecommunications services for customers of Northeast Florida Long Distance Company, Inc.

Northeast Florida Long Distance Company, Inc.

Principal Offices at: 130 North Fourth Street  
Macclenny, Florida 32063

(N)

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Issued: February 26, 1997

Effective: \_\_\_\_\_

By: Gladys R. Walker, President  
Northeast Florida Long Distance Company, Inc.  
130 North Fourth Street  
Macclenny, Florida 32063

**CHECK SHEET**

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet. Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date at the bottom of this sheet.

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

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Issued: February 26, 1997

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130 North Fourth Street  
Macclenny, Florida 32063

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Issued: February 26, 1997

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By: Gladys R. Walker, President  
Northeast Florida Long Distance Company, Inc.  
130 North Fourth Street  
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ALPHABETICAL INDEX

(N)

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By: Gladys R. Walker, President  
 Northeast Florida Long Distance Company, Inc.  
 130 North Fourth Street  
 Macclenny, Florida 32063

ALPHABETICAL INDEX (Cont'd.)

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ALPHABETICAL INDEX (Cont'd.)

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 Northeast Florida Long Distance Company, Inc.  
 130 North Fourth Street  
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SYMBOLS SHEET

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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Macclenny, Florida 32063

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**TARIFF FORMAT SHEETS**

(N)

**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 each sheet. These numbers are used to determine the most current sheet version on file with the FPSC. For example, *Fourth Revised Sheet 14* cancels *Third Revised Sheet 14*. Because of various suspension periods, deferrals, etc., the FPSC follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff sheet 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).

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130 North Fourth Street  
Macclenny, Florida 32063

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**TARIFF FORMAT SHEETS (Cont'd.)****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 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, just revised revision levels on some sheets). 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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130 North Fourth Street  
Macclenny, Florida 32063

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

(N)

1.1 Certain terms and abbreviations used throughout this tariff are defined as follows:

A. Access Line

A transmission path that connects the customer's location to a carrier switching center or point of presence.

B. Application for Service

A standard order form that contains information to enable the Company to provide the service required by the customer.

C. Calling Card

A billing arrangement whereby the customer may bill the charges for a call to an approved LEC-issued calling card. The terms and conditions of the local telephone company will apply to payment arrangements.

D. Collect Billing

A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges. Access is obtained by dialing 00 to reach a company operator.

E. Company or Carrier

Refers to Northeast Florida Long Distance Company, Inc., unless otherwise clearly indicated by the context.

F. Credit Card

A billing arrangement whereby the customer may bill the charges for a call to an authorized charge card.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd.)**

(N)

1.1 (Cont'd.)

G. Customer

The person, firm, corporation, or other entity that orders or uses services provided by the Company and is responsible for the payment of charges for the services.

H. Customer-Provided Equipment

Terminal equipment or facilities provided by persons other than the Company and connected to the Company's services and/or facilities.

I. Dial Access

Provision of access to the interexchange network via a local telephone line provided by the LEC, or by other access connection facilities provided by other carriers or entities.

J. Direct Distance Dialing Periods

Peak: Monday through Friday 7 A.M. TO 7 P.M.  
Off-Peak: All Other Times

K. FPSC

Florida Public Service Commission.

L. Holidays

Company-recognized holidays for rating purposes are: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd.)

1.1 (Cont'd.)

M. Local Exchange Company (LEC)

A telephone company that furnishes local exchange services.

N. Operator-Assisted Call

(1) Station-to-Station - A service whereby the originating end user requests the assistance of a company operator to place or bill the call. A call billed collect, third number, to a calling card, or to an authorized credit card is an operator-assisted, station-to-station call, unless the call is placed on a person-to-person basis.

(2) Person-to-Person - A service whereby the originating end user specifies to the company operator a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

O. Operator Services Calling Periods

Day: Monday through Friday - 8 A.M. to 5 P.M.

Evening: Sunday through Friday - 5 P.M. to 11 P.M.

Night: Sunday through Saturday - 11 P.M. to 8 A.M., Sunday 8 A.M. to 5 P.M. and Saturday 8 A.M. to 11 P.M.

P. Subscriber

A term synonymous with Customer.

Q. Third-Party Billing

A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

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Northeast Florida Long Distance Company, Inc.  
130 North Fourth Street  
Macclenny, Florida 32063

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**SECTION 2 - RULES AND REGULATIONS**

(N)

**2.1 Undertaking of Northeast Florida Long Distance Company, Inc.**

- 2.1.1 Northeast Florida Long Distance's services and owned or leased facilities are furnished for communications originating at specified points within the state of Florida under terms of this tariff.
- 2.1.2 Northeast Florida Long Distance connects, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may use LEC facilities or may order access connection facilities provided by other carriers or entities, in order to allow connection of a customer's location to Northeast Florida Long Distance's network. The customer shall be responsible for all charges due for such service arrangements.
- 2.1.3 The Company's services and facilities are provided twenty-four hours per day, seven days per week.

**2.2 Limitations**

- 2.2.1 Services offered by Northeast Florida Long Distance Company are subject to the availability of facilities and the provisions of this tariff. The Company does not undertake to transmit communications or messages, but rather furnishes facilities, service, and equipment for such transmissions by the customer.
- 2.2.2 Northeast Florida Long Distance and its billing agent reserve the right to deny service, to discontinue furnishing service, or to limit the use of its service, when necessitated by changing FPSC or other regulatory rules, by conditions beyond the control of the Company, or by the customer's use of service in violation of the law or the provisions of this tariff. Such violation may include, but is not limited to, involvement or assisting another person or firm in: fraudulent schemes to avoid payment of service charges; interfering or tampering with Company facilities; using

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Northeast Florida Long Distance Company, Inc.  
130 North Fourth Street  
Macclenny, Florida 32063



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**SECTION 2 - RULES AND REGULATIONS (Cont'd.)**

(N)

**2.2 Limitations (Cont'd.)**

**2.2.2 (Cont'd.)**

services in a manner that interferes unreasonably with the use of services by another customer(s); or using services to harass, annoy, or convey information deemed to be obscene, fraudulent, of malicious intent, or otherwise unlawful.

**2.2.3** Northeast Florida Long Distance and its billing agent reserve the right to deny an application for service or to immediately discontinue service without incurring any liability when there is a bill for which payment is past due. When long distance usage is significantly above normal for a customer, and/or the Company or its billing agent has good reason to believe payment by that customer is in jeopardy, the Company or its billing agent may discontinue service.

**2.2.4** All facilities provided under this tariff are directly controlled by Northeast Florida Long Distance Company. The customer may not transfer or assign the use of the service or facilities, except with the prior, express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of use or location of the service or facilities.

**2.2.5** All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees.

**2.3 Liabilities of the Company**

**2.3.1** Except as otherwise provided in this tariff, the liability of the Company for any failure of performance hereunder, or for any claim for lost profits or other losses, expenses, or damages (including actual, indirect, special, consequential, or punitive damages) resulting in whole or in part from, or arising in connection with, the

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Macclenny, Florida 32063

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**SECTION 2 - RULES AND REGULATIONS (Cont'd.)**

(N)

**2.3 Liabilities of the Company (Cont'd.)****2.3.1 (Cont'd.)**

furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, misrepresentations, or defects in any service, facility, or transmission (including services and facilities involved in emergency calling activity), shall not exceed an amount equivalent to the proportionate charge to the customer by the Company for the period during which the aforementioned faults in transmission occurred. No other liability in any event shall attach to Northeast Florida Long Distance Company.

2.3.2 The Company is not liable in any respect whatsoever to the customer or any other person, firm, or entity for any losses, expenses, or damages arising from occurrences or causes beyond the Company's direct control in connection with the furnishing of service under this tariff, including but not limited to acts, errors, or omissions of any person or entity other than the Company, malfunctions of any service or facility provided by any other carrier or entity, acts of God or government, fire, war, explosion, vandalism, cable cut, storm, riot, or civil disturbance.

2.3.3 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company, except that independent sales agents and billing agents for the local exchange company may occasionally act as agents for Northeast Florida Long Distance.

2.3.4 The Company shall not be liable for, and shall be fully indemnified and held harmless by the customer against, any claim for loss, expense or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, 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 out of the material, data, information, or other content revealed to, transmitted by, or used by the Company under this tariff.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd.)**

(N)

**2.3 Liabilities of the Company (Cont'd.)**

2.3.5 The Company shall not be liable for any other claim or loss, expense, or damage (including indirect, special or consequential damage), for any act or omission of the customer, or for any claim or loss, expense, or damage due to the failure of customer-provided equipment, facilities, or services.

2.3.6 Northeast Florida Long Distance shall not be liable for any damages, including toll usage charges, the customer may incur as a result of unauthorized use of the Company's network facilities. This unauthorized use includes, but is not limited to, calls placed from the customer's premises and calls placed through customer-provided equipment that are transmitted or carried on the Northeast Florida Long Distance network. The Company's employees or billing agents may work with customers to recommend possible solutions to reduce unauthorized use of their service and equipment. However, Northeast Florida Long Distance does not warrant or guarantee that its recommendations will prevent all unauthorized use, and the customer is responsible for controlling access to, and use of, its own service and equipment.

**2.4 Application for Service**

2.4.1 Northeast Florida Long Distance reserves the right to require customers to make application(s) for service in writing using forms provided by the Company. Upon acceptance of an application for service by the Company, all applicable provisions in the Company's tariffs, as amended from time to time, which are lawfully on file, become the agreement for service between the Company and the customer. Requests for additional service and changes to service, upon acceptance by the Company, become a part of the agreement for service, provided that each item of additional service shall be subject to the applicable minimum term of service. Acceptance or use of service offered by the Company shall be deemed an application for such service and an agreement by the customer to subscribe to, use, and pay for such service in accordance with the applicable tariffs of the Company, as amended from time to time, which are lawfully on file. Any change in rates or other tariff provisions which are lawfully made shall be deemed to modify all agreements for service affected by such changes without further notice by Company to the Customer.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd.)**

(N)

**2.4 Application for Service (Cont'd.)**

2.4.2 Business or residential customers who wish to establish long distance service with Northeast Florida Long Distance may apply through their local exchange company or directly with Northeast Florida Long Distance for 1+ and 0+ equal access dialing on their customer-specified telephone numbers. Customers may also apply for 800 service through their local exchange company or directly with Northeast Florida Long Distance. An application for service must provide, at a minimum, the following information:

- A. Customer's name, telephone number and address. In the case of a corporation or partnership, a designated officer or agent shall be named as the contact person for such corporation or partnership;
- B. Name, address, and telephone number of person to whom notices from the Company to the customer shall be addressed, if different from (A) above; and
- C. The amount of toll service usage the customer was billed for the two months immediately preceding the request for service, if such information is applicable and available.

2.4.3 A request for service does not in itself bind Northeast Florida Long Distance to service, nor does it prevent the customer from changing to another long distance service at a later date.

**2.5 Discontinuance and Restoration of Service**

2.5.1 Service continues to be provided until canceled by the customer or until canceled or suspended by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination. The customer will pay such bills in full in accordance with the payment terms of this tariff.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd.)**

(N)

**2.5 Discontinuance and Restoration of Service (Cont'd.)**

**2.5.1 (Cont'd.)**

**A. Cancellation by the Customer**

1. The customer may have service discontinued upon written or verbal notice to the Company. The customer shall pay the Company for service furnished until the cancellation date specified by the customer, or until the date that the written cancellation notice is received, whichever is later.

**B. Cancellation by the Company**

1. For Nonpayment: The Company, by written notice to the customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 60 days overdue.
2. For Returned Checks: The customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.
3. For Violation of Law or This Tariff: Except as provided in this tariff, the customer shall be subject to discontinuance of service, without notice, for any violation of terms of this tariff, for any violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service or prohibits customer from subscribing to, using, or paying for such service.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd.)**

(N)

**2.5 Discontinuance and Restoration of Service (Cont'd.)**

**2.5.1 (Cont'd.)**

**B. Cancellation by the Company (Cont'd.)**

4. For the Company to Comply with any Order or Request of any Governmental Authority Having Jurisdiction: The customer shall be subject to discontinuance of service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
5. For Unauthorized or Unlawful Use of Travel Card Numbers and Authorization Codes: Travel Card Numbers and Authorization Codes are issued by the Company only to the customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such Travel Card Numbers or Authorization Codes shall result in the immediate termination of service without notice.

**C. Suspension by the Company**

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

**2.5.2 Notice of Discontinuance**

- A. Northeast Florida Long Distance may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the customer shall be given fifteen (15) days' notice to comply with any rule or to remedy any deficiency:

(N)

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**SECTION 2 - RULES AND REGULATIONS (Cont'd.)**

(N)

**2.5 Discontinuance and Restoration of Service (Cont'd.)**

**2.5.2 Notice of Discontinuance (Cont'd.)**

**A. (Cont'd.)**

1. For noncompliance with or violation of any state, municipal, or federal law, ordinance or regulation pertaining to telephone service.
2. For use of telephone service for any purpose other than that described in the application.
3. For neglect or refusal to provide reasonable access to Northeast Florida Long Distance or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
4. For noncompliance with or violation of Commission regulation or Northeast Florida Long Distance's rules and regulations on file with the Commission, provided five (5) working days' written notice is given before termination.
5. For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days' written notice to the customer, except in extreme cases. Such notice will be provided in a mailing separate from the customer's regular monthly bill for service.
6. Without notice in the event of the customer's or Authorized User's use of equipment in such a manner as to adversely affect Northeast Florida Long Distance's equipment or service to others.
7. Without notice in the event of tampering with the equipment or services owned by Northeast Florida Long Distance or its agents.

(N)

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**SECTION 2 - RULES AND REGULATIONS (Cont'd.)**

(N)

**2.5 Discontinuance and Restoration of Service (Cont'd.)****2.5.2 Notice of Discontinuance (Cont'd.)****A. (Cont'd.)**

8. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Northeast Florida Long Distance may, before restoring service, require the customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
9. Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such services.

**2.5.3 Restoration of Service**

- A. If service has been discontinued for nonpayment or as otherwise provided herein and the customer wishes it continued, service shall, at the Company's discretion, be restored when all past-due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

**2.6 Taxes**

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

**2.7 Deposits**

- 2.7.1 The Company does not require deposits from customers.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd.)**

(N)

**2.8 Advance Payments**

2.8.1 Northeast Florida Long Distance reserves the right to examine credit records of all applicants and customers.

2.8.2 For customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one month's estimated charges as an advance payment for service. This will be applied against the next month's charges. Advance payments may be collected for succeeding months until the customer's payment record has become acceptable to the Company.

**2.9 Billing and Payment Arrangements**

**2.9.1 Billing Detail**

A. Monthly billings will provide detailed information on charges for long distance services obtained through Northeast Florida Long Distance, including the specific date and time of each call, its duration, place of termination, and charge. These charges will be included as a portion of the total monthly charges billed by the Company's billing agent.

**2.9.2 Third-Party Billing**

A. The Company reserves the right to refuse third-party billing at its discretion.

**2.9.3 Calling Card Validation**

A. The Company reserves the right to refuse to process calls billed to calling cards or credit cards when authorization for use of the cards cannot be validated.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd.)**

(N)

**2.9 Billing and Payment Arrangements (Cont'd.)****2.9.4 Billing Adjustments**

- A. Any objection to billed charges must be promptly reported to the Company's billing agent. Adjustments to customers' bills shall be made to the extent that records are available and/or circumstances exist that reasonably indicate that such charges are not in accordance with approved rates, or that an adjustment may otherwise be appropriate.

**2.9.5 Backbilling of Charges**

- A. Where any undercharge in billing of a customer is the result of a Company error, the Company may not backbill in excess of twelve months.

**2.9.6 Payment of Service**

- A. All charges billed to the customer are due and payable upon receipt to the agency duly authorized to receive such payments. Payment may be made only by United States currency, check, money order, cashier's check, or by a major credit card acceptable to the billing agency.
- B. Terms of payment shall be according to the rules and regulations of the Company, its billing agency, and regulatory agencies such as the Florida Public Service Commission.

**2.9.7 Late Payment Charges**

- A. Interest charges of 1.5 percent per month may be assessed on unpaid balances more than 30 days old. The late payment charge does not apply to any portion of the unpaid balance that may be under investigation as a disputed charge.

**2.9.8 Returned Check Charges**

- A. Charges will be assessed by the Company or its billing agency for checks returned for insufficient funds, as allowed by §832.07, F.S.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd.)**

(N)

**2.9 Billing and Payment Arrangements (Cont'd.)****2.9.9 Collection of Unpaid Balances**

- A. In the event action is taken to collect any unpaid balance due from the customer, and if the Company is awarded any amount alleged to be due under its action, all reasonable costs of collection incurred by the Company, including attorneys' fees and litigation expenses, shall be paid by the customer.
- B. If a collection agency or attorney is retained by the Company to collect any unpaid balance due from the customer, any advance payment or discount made by or due to the customer under this tariff shall also be forfeited. However, the amount of the forfeiture shall not exceed the Company's costs in retaining the agency or attorney, plus the amount due to the Company, plus other reasonable collection costs to which the Company is entitled under this paragraph. Whenever a customer is entitled to a volume discount hereunder, the discount shall be forfeited if payment for the net amount of the bill is not received by the bill's due date.
- C. Any above references to the *Company* shall apply equally to the Company's billing agency, where the action described or the losses incurred apply in whole or in part to that billing agency.
- D. The location for any legal actions arising hereunder shall be Baker County, Florida.

**2.10 Use of Service**

- 2.10.1 Service may be used for any lawful purpose for which it is technically suited.
- 2.10.2 The customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company or its underlying carrier, as appropriate.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd.)**

(N)

**2.10 Use of Service (Cont'd.)**

2.10.3 Recording of telephone conversations on service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

**2.11 Assignment or Transfer**

2.11.1 The customer may not transfer or assign the use of service offered by the Company without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

**2.12 Employee Concessions**

2.12.1 (Reserved for future use.)

**2.13 Interconnection**

2.13.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

2.13.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carriers' tariffs.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd.)**

(N)

**2.13 Interconnection (Cont'd.)**

- 2.13.3 The Customer shall ensure that the facilities or equipment provided by the customer are properly interconnected with the facilities or equipment of the Company. If the customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the customer.

**2.14 Interruption of Service****2.14.1 1+ and 0+ Long Distance Users**

- A. No credit is applicable to the customer when the use of service or facilities furnished by the Company is interrupted during long distance message usage, inasmuch as chargeable time ends when the network connection is released. A follow-up call by the customer in the same rate period would not result in the billing of a higher rate for the initial minute, since the Company's per-minute rate is the same throughout a message period.

**2.14.2 800 Service Users**

- A. When the use of service or facilities furnished by the Company is interrupted in excess of 24 hours from the time reported by the customer, and the interruption is due to any cause other than the negligence or willful act of the customer or the failure of facilities or equipment provided by the customer, a pro rata credit of the appropriate fixed monthly charges will be allowed for the service interruption from the time of notification.
- B. It shall be the obligation of the customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any equipment furnished by the customer and connected to the Company's facilities, or by any action or omission by the customer.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd.)**

(N)

**2.14 Interruption of Service (Cont'd.)****2.14.2 800 Service Users (Cont'd.)**

C. For purposes of credit computation, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than 24 hours. The customer shall be credited for an interruption of 24 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.

D. Credit Formula:  $\text{Credit} = A/720 \times B$   
("A" - outage time in hours; "B" - total monthly charge for affected facility).

**2.15 Terminal Equipment**

2.15.1 Company's facilities and service may be used with or terminated in customer-provided terminal equipment or systems, such as PBXs, Centrex, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the customer, except as otherwise provided in this tariff or by contract between the customer and the Company. The customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including, but not limited to, Part 68. In addition, the equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commission.

**2.16 Applicable Law**

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

**2.17 Minimum Service Period**

2.17.1 The minimum service period is one month (30 days), unless otherwise specified by tariff or contract.

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**SECTION 3 - DESCRIPTION OF SERVICE**

(N)

**3.1 Northeast Florida Long Distance Service Offerings**

**3.1.1 Direct Access (1+ and 0+) Long Distance Service**

- A. Northeast's long distance service is offered to customers for interLATA calling within the state of Florida. Customers generally access Northeast's network via local-exchange-company-provided Feature Group D access. Calls are routed over the Company's owned or leased transmission and switching facilities to any valid NPA-NXX in the state of Florida.

**3.1.2 800 Service**

**A. Crown Residential 800 Service**

1. Crown Residential 800 Service is a one-way, dial-in service allowing the residential customer to receive calls via local exchange company access facilities. The 800 Service permits calls to a customer's station in one location from stations in diverse geographical service areas, with the 800 customer being billed for the calls rather than the calling parties.

**B. Classic Business 800 Service**

1. Classic Business 800 Service is a one-way, dial-in service allowing the business customer to receive calls via local exchange company access facilities. The 800 Service permits calls to a customer's station in one location from stations in diverse geographical service areas, with the 800 customer being billed for the calls rather than the calling parties.

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd.)**

(N)

**3.2 Timing of Calls**

- 3.2.1 Long distance usage charges are based on the actual usage of Northeast Florida Long Distance's network. Northeast will determine that a call has been established by a signal from the local telephone company. A call is terminated when either party disconnects from the call.
- 3.2.2 Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one minute. Usage is measured and rounded to the higher full minute for billing purposes for calls in excess of one minute.
- 3.2.3 When a call starts during one rate period and continues into another rate period, the call will be billed proportionately at the rate that applies for each period.
- 3.2.4 There will be no billing applied for attempted calls that are not connected.

**3.3 Minimum Call Completion Rate**

- 3.3.1 The customer can expect a call completion rate of not less than 95 percent (95 calls completed per 100 calls attempted) during peak use periods for all Feature Group D (1+) services.

**3.4 Special Services****3.4.1 Hearing- or Speech-Impaired Persons**

- A. Reduced rates are available to qualified persons who have hearing and/or speech disabilities, subject to the following:
1. The person must be certified in writing by a licensed physician, audiologist, speech pathologist, or appropriate state or federal agency as having a hearing and/or speech disability which precludes oral communications, and must have and utilize a telecommunications device for the deaf (TDD) for long distance calling.

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd.)**

**3.4 Special Services (Cont'd.)**

**3.4.1 Hearing- or Speech-Impaired Persons (Cont'd.)**

**A. (Cont'd.)**

2. The customer must submit written application to the Company for reduced long distance service rates for customer-dialed station calls that do not require the assistance of a company operator.
3. The customer must designate to the Company one, and only one, telephone number associated with that customer's service and telecommunications device.
4. TDD calls originating from the designated telephone number are rated as specified in Section 4.

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**SECTION 4 - RATES**

(N)

4.1 **Basic Long Distance Service Rates**

4.1.1 **Direct Access (1+)**

A. The rates shown in the following table are applicable to calls terminating at interLATA points within the state of Florida:

1. Residential Service

Measured Usage Charges, per minute - All Times \$ .15

2. Business Service

<u>Rate Period</u>	<u>Time Period</u>	<u>Per Minute Rate</u>
Peak	7 A.M. to 7 P.M. Mon. - Fri.	\$ .25
Off-Peak	All Other Times	\$ .20

4.1.2 **Crown Residential 800 Service**

A. The Crown Residential 800 Service billing consists of a monthly subscription charge, plus measured usage charges, as follows:

- 1. Monthly Subscription Charge \$5.00
- 2. Measured Usage Charges, per minute - All Times \$ .15

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SECTION 4 - RATES (Cont'd.)

(N)

4.1 Basic Long Distance Service Rates (Cont'd.)4.1.3 Classic Business 800 Service

- A. The Classic Business 800 Service billing consists of a monthly subscription charge, plus measured usage charges, as follows:

1. Monthly Subscription Charge	\$10.00
2. Measured Usage Charges, per minute:	
<sup>1</sup> Peak	\$ .25
<sup>1</sup> Off-Peak	\$ .20

Note 1: See rate periods on 4.1.1.A.2 for applicable peak and off-peak calling periods.

4.2 Discounts and Special Offerings4.2.1 Discounted Rates Applicable on Certain Holidays

- A. On Christmas Day (December 25), New Year's Day (January 1), Independence Day (July 4), Labor Day, and Thanksgiving Day, the rate applicable is the Off-Peak rate, unless a lower rate would normally apply.

4.2.2 Discounted Rates for Hearing- or Speech-Impaired Persons

- A. A qualified call made in the Peak rate period is rated at the Off-Peak rate.
- B. Calls through the Florida Relay Center will receive a 50 percent discount from the otherwise applicable rate, except that where the calling or called party is both hearing and visually impaired, the call shall be discounted 60 percent off the otherwise applicable rate.
- C. Discounts do not apply to operator-dialed surcharges or other per-call add-on charges that may otherwise apply.

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**SECTION 4 - RATES (Cont'd.)**

(N)

**4.2 Discounts and Special Offerings (Cont'd.)**

**4.2.3 Volume Discounts for Direct Access (1+) Users**

A. (Reserved For Future Use.)

**4.2.4 Promotional Offerings**

A. Northeast Florida Long Distance may periodically offer special promotions to its customers. These promotions will be approved by the FPSC and will be limited to specific starting and ending dates.

**4.3 Operator Services**

**4.3.1 Operator Services Rates and Surcharges**

A. The following rates are applicable to customer-originated calls that require operator assistance. Surcharges apply in all rate periods and are in addition to the operator service rates shown in the table below.

1. INTERLATA/INTRASTATE RATES<sup>1</sup>

Mileage	Day		Evening		Night	
	1st Min.	Add'l. Min.	1st Min.	Add'l. Min.	1st Min.	Add'l. Min.
0 - 10	\$0.1800	\$0.1800	\$0.1300	\$0.1300	\$0.1100	\$0.1100
11 - 22	0.2000	0.2000	0.1500	0.1500	0.1200	0.1200
23 - 55	0.2300	0.2300	0.1700	0.1700	0.1300	0.1300
56 - 124	0.2500	0.2500	0.1700	0.1700	0.1400	0.1400
125 - 292	0.2600	0.2600	0.1800	0.1800	0.1400	0.1400
293 - 430	0.2600	0.2600	0.1900	0.1900	0.1500	0.1500
Over 430	0.2600	0.2600	0.1900	0.1900	0.1500	0.1500

Note 1: Rates are full-minute rounded with a one-minute minimum.  
No holidays apply.

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**SECTION 4 - RATES (Cont'd.)**

**4.3 Operator Services (Cont'd.)**

**4.3.1 Operator Services Rates and Surcharges (Cont'd.)**

**A. (Cont'd.)**

**2. INTERLATA/INTRASTATE SURCHARGES**

- (a) Customer-Dialed Calling Card (Bong Charge) \$1.00
- (b) Station-to-Station \$1.75
- (c) Station-to-Station (Prison Collect) \$1.75
- (d) Person-to-Person \$3.25
- (e) Operator-Dialed Surcharge \$1.15
- (f) Directory Assistance \$1.00

**4.3.2 Operator Services Calling Periods**

A. Operator Services (including Directory Assistance) calling periods for Day, Evening and Night rates are based on the time periods noted in the following chart:

	SUN	MON-FRI	SAT
8AM-5PM	NIGHT	DAY	
5PM-11PM	EVENING		
11PM-8AM	NIGHT		

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