

**SWIDLER
&
BERLIN**

CHARTERED

March 25, 1997

**ORIGINAL
FILE COPY**

VIA FEDERAL EXPRESS

Mr. Walter D'Haeseleer
Director, Division of Communications
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

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:

H.S.

990399-TJ

Re: Application of ATI Telecom, Inc. for Authorization to Provide Interexchange Service Within the State of Florida

Dear Mr. D'Haeseleer:

Please find enclosed an original and six (6) copies of the Application of ATI Telecom, Inc. for Authority to Provide Interexchange Telecommunications Service Within the State of Florida. Also enclosed is a check in the amount of \$250.00 to cover the requisite filing fee.

On behalf of ATI Telecom, Inc., Exhibit 3 to the above-captioned application has been filed as proprietary information, bearing suitable markings, and under seal. This Exhibit contains sensitive financial information that is to be considered proprietary and confidential in nature, and it is requested that the information contained in the Exhibit be treated in a proprietary and confidential manner. ATI Telecom, Inc. respectfully requests that such information be protected from public disclosure and not be provided to those not a party to this proceeding.

Please date stamp the enclosed extra copy of this filing and return it to the undersigned in the enclosed self-addressed, postage-prepaid envelope. Should you have any questions concerning this filing, please do not hesitate to contact the undersigned. Thank you for your attention to this matter.

- ACK _____
- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR _____
- EAG _____
- LEG _____
- LIN _____
- OPC _____
- RCH _____
- SEC _____
- WAS _____
- OTH _____

Enclosures
cc: Anthony Hansel

184466.1

6100000
BARNETT BANK OF TALLAHASSEE
FOR DEPOSIT ONLY
PUBLIC SERVICE COMMISSION #6100000
FLORIDA STATE TREASURY
CONCENTRATION ACCOUNT #1000004444
6100000 6100000

Sincerely,

Margaret M. Charles
Katherine A. Rolph

Counsel for ATI Telecom, Inc.

DOCUMENT NO.
020657
03/26/97

**SWIDLER
&
BERLIN**

CHARTERED

March 25, 1997

DEPOSIT

D489

DATE

MAR 26 1997

VIA FEDERAL EXPRESS

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970 379-TI

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Sincerely,



Margaret M. Charles
Katherine A. Rolph

Counsel for ATI Telecom, Inc.

Enclosures

cc: Anthony Hansel

184466 I

3000 K STREET, N.W. ■ SUITE 300
WASHINGTON, D.C. 20007-5116
(202)424-7500 ■ TELEX 701131 ■ FACSIMILE (202)424-7645

DOCUMENT NO.
0000-77
3-26-97

ORIGINAL

**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION**

ATI Telecom, Inc.

**Request for Authority to Provide
Interexchange Telecommunications
Service within the State of Florida**

Docket No. _____

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

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

- Original Authority (New company).
- Approval of Transfer (To another certificated company).
- Approval of Assignment of Existing Certificate (To a noncertificated company).
- Approval for Transfer of Control (To another certificated company).

2. Select what type of business your company will be conducting (check all that apply):

- Facilities Based Carrier - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- 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:

ATI Telecom, Inc.

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

ATI Telecom, Inc.

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

**110-72 Corona Avenue
Corona, New York 11368
(718) 271-4300**

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

See address in 9(b), below.

7. Structure of organization:

- | | | | |
|-------------------------------------|---------------------|--------------------------|---------------------|
| <input type="checkbox"/> | Individual | <input type="checkbox"/> | Corporation |
| <input checked="" type="checkbox"/> | Foreign Corporation | <input type="checkbox"/> | Foreign Partnership |
| <input type="checkbox"/> | General Partnership | <input type="checkbox"/> | Limited Partnership |
| <input type="checkbox"/> | Other, _____ | | |

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

Not applicable.

- (a) Provide proof of compliance with the foreign 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.

A copy of Applicant's Certificate of Authority to transact business in the State of Florida as a foreign corporation is attached hereto as Exhibit 1.

Corporation charter number: F96000006847

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

**Patrick Farragher
11214 Veranda Court
Bradenton, Florida 34029
(941) 795-0587**

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

Not applicable.

Fictitious name registration number:

- (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.

None of ATI's officers, directors, nor any of the ten largest stockholders, have previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime; nor are any such proceedings pending.

- (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) Application:

**Margaret M. Charles, Esq.
Katherine A. Rolph, Esq.
Swidler & Berlin, Chartered
3000 K Street, NW, Suite 300
Washington, D.C. 20007
Telephone: (202) 424-7500
Facsimile: (202) 424-7645**

With a copy to:

**Pat Dowhle, Vice President
ATI Telecom, Inc.
110-72 Corona Avenue
Corona, New York 11368
(718) 271-4300 (Tel)
(718) 271-0004 (Fax)**

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

**Pat Dowhle, Vice President
ATI Telecom, Inc.
110-72 Corona Avenue
Corona, New York 11368
(718) 271-4300 (Tel)
(718) 271-0004 (Fax)**

(c) Tariff:

See response to 10(b).

(d) Complaints/Inquiries from customers:

See response to 10(b).

11. List the states in which the applicant:

- (a) Has operated as an interexchange carrier.

ATI provides resold interstate interexchange service pursuant to the policies adopted by the Federal Communications Commission. In addition, ATI provides intrastate interexchange service in New York.

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

Applicant is in the process of obtaining intrastate interexchange authority, where required, in numerous states throughout the United States, including CA, CT, IL, MA, NJ, and TX.

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

New York.

- (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.

New York. Please See Exhibit 2.

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

- | | | | |
|-------------------------------------|------------------------|--------------------------|-----------|
| <input type="checkbox"/> | Facilities | <input type="checkbox"/> | Operators |
| <input type="checkbox"/> | Billing and Collection | <input type="checkbox"/> | Sales |
| <input type="checkbox"/> | Maintenance | | |
| <input checked="" type="checkbox"/> | Other <u>None.</u> | | |

13. Do you have a marketing program?

Applicant intends to market its long distance telecommunications services to small businesses and residential customers. Applicant's marketing program is not finalized however.

14. Will your marketing program:

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

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

Applicant will pay 2% fee commissions based on monthly customer usage.

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> Residential Customers | <input checked="" type="checkbox"/> Business Customers |
| <input type="checkbox"/> PATS Providers | <input type="checkbox"/> PATS Station End-Users |
| <input type="checkbox"/> Hotels and Motels | <input type="checkbox"/> Hotel and Motel Guests |
| <input type="checkbox"/> Universities | <input type="checkbox"/> Univ. Dormitory Residents |
| <input type="checkbox"/> Other, _____ | |

17. Please provide the following (if applicable):

- (a) Will the name of your company appear on the bill for your services and, if not, who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided?

Yes, ATI's name will appear on bills sent to customers.

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

ATI Telecom will perform its own billing operations.

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 3.

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements, including:

1. the balance sheet
2. income statement
3. statement of retained earnings for the most recent 3 years.

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 4.

C. Technical capability. See Exhibit 4.

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).

ATT's proposed tariff is appended hereto as Exhibit 5.

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**
 - (X) **Method of access is FGD**
 - (X) **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) (i.e., 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 (i.e., 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)?**

The end-user will dial either "1" or an 800 number to access these services.

22. **Other:**

Not Applicable

**** APPLICANT ACKNOWLEDGMENT STATEMENT ****

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of 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 telephone service.
6. **ACCURACY OF APPLICATION:** By my signature below, I, the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is a true and correct statement.

Further, I am aware that, pursuant to Chapter 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:



3.5.97
Date

Signature
Pat Dowble
Vice President
Title

(718) 271-4300
Telephone Number

**** APPENDIX A ****

CERTIFICATE TRANSFER STATEMENT

Not applicable. ATI Telecom is applying for original authority.

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-mentioned certificate.

UTILITY OFFICIAL:

_____	_____
Signature	Date
_____	_____
Title	Telephone Number

**** 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:



3.5.97

Signature

Date

Pat Dowble

Vice President

(718) 271-4300

Title

Telephone Number

**** APPENDIX C ****

INTRASTATE NETWORK

ATI exclusively resells the telecommunications services purchased from an underlying facilities based carrier. Accordingly, ATI will not own facilities or equipment in the State of Florida.

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

Not applicable. See above.

- | | |
|----|----|
| 1) | 2) |
| 3) | 4) |

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

Not applicable. See above.

- | | |
|----|----|
| 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.**

Not applicable. See above.

<u>POP-to-POP</u>	<u>TYPE</u>	<u>OWNERSHIP</u>
--------------------------	--------------------	-------------------------

- | | | |
|----|--|--|
| 1) | | |
| 2) | | |

**** APPENDIX C ****

INTRASTATE NETWORK (continued)

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).

ATI seeks authority to originate interexchange telecommunications service throughout the State of Florida.

5. **TRAFFIC RESTRICTIONS:** Please explain how the applicant will comply with the EAEA requirements contained in Commission Rule 25-24.471(4)(a) (copy enclosed).

ATI will provide interexchange service only on a resale basis. The certificated carrier from which ATI purchases services for resale will be responsible for complying with Commission Rule 25-24.471(4)(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:



Signature

Pat Dowbie

Vice President

Title

3.5.97

Date

(718) 271-4300

Telephone Number

**** 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.

**** APPENDIX D ****

FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES (continued)

TAMPA:	Central East North South West	None Plant City Zephyrhills Palmetto 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:	Aopoka, 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.	

**** APPENDIX D ****

FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES (continued)

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:	Boyston Beach and Jupiter.
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.

ATI seeks authority to originate interexchange telecommunications services throughout the State of Florida at the rates identified in its proposed tariff attached hereto as Exhibit 5.

UTILITY OFFICIAL:



Signature

Pat Dowble

Vice President

Title

3.5.97

Date

(718) 271-4300

Telephone Number

FORM PSC/CMU 31 (3/96)

Required by Commission Rule Nos. 25-24.471 and 25-24.473.

EXHIBIT 1

Certificate of Authority to Transact Business



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

December 30, 1996

CAPITAL CONNECTION, INC.

Qualification documents for ATI TELECOM, INC. were filed on December 30, 1996 and assigned document number F96000006847. Please refer to this number whenever corresponding with this office.

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

The certification you requested is enclosed.

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

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

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

Freta Lott
Corporate Specialist Supervisor
Division of Corporations

Letter Number: 096A00057637

*tax ID # for ATI Telecom
113180179*

State of Florida



Department of State

I certify the attached is a true and correct copy of the application by ATI TELECOM, INC., a New York corporation, authorized to transact business within the State of Florida on December 30, 1996 as shown by the records of this office.

The document number of this corporation is F96000006847.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Thirtieth day of December, 1996



CR2802 (1-86)

Sandra B. Northam
Secretary of State

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

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

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

2. New York 3. 11-2918386
(State or country under the law of which it is incorporated) (FEI number, if applicable)

4. _____ 5. Perpetual
(Date of incorporation) (Duration: Year corp. will cease to exist or "perpetual")

6. date of this filing
(Date first transacted business in Florida. (See sections 607.1501, 607.1502, and 617.105, F.S.)

7. 110-72 Corona Avenue
Corona, New York 11368
(Current mailing address)

8. To engage in the business of Telecommunications, sales, service and maintenance
(Purpose(s) of corporation authorized in home state or country to be carried out in the state of Florida)

9. Name and street address of Florida registered agent:
Name: Patrick Farragher
Office Address: 11214 Veranda Court
Braidenton, Florida, 34209
(Zip Code)

FILED
96 DEC 30 AM 11:25
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

Patrick Farragher
(Registered agent's signature)
Patrick Farragher

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

12. Names and addresses of officers and/or directors: (Street address ONLY- P. O. Box NOT acceptable)

A. DIRECTORS (Street address only- P. O. Box NOT acceptable)

Chairman: Chris Dowhie

Address: 110-72 Corona Avenue,
Corona, NY 11368

Vice Chairman: _____

Address: _____

Director: Chris Dowhie

Address: 110-72 Corona Avenue,
Corona, NY 11368

Director: Patricia Dowhie

Address: 110-72 Corona Avenue,
Corona, NY 11368

B. OFFICERS (Street address only- P. O. Box NOT acceptable)

President: Chris Dowhie

Address: 110-72 Corona Avenue,
Corona, NY 11368

Vice President: _____

Address: _____

Secretary: Patricia Dowhie

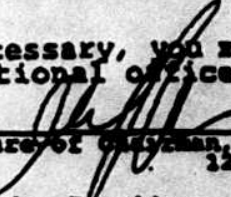
Address: 110-72 Corona Avenue,
Corona, NY 11368

Treasurer: _____

Address: _____

FILED
96 DEC 30 AM 11:25
SEALING UNIT
TALLAHASSEE, FLORIDA

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

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

14. Chris Dowhie, President
(Typed or printed name and capacity of person signing application)

State of New York Department of State

ss:

I hereby certify, that the certificate of incorporation of ATI TELECOM, INC. was filed on 07/29/1993, with perpetual duration, and that a diligent examination has been made of the index of corporation papers filed in this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is a subsisting corporation.

...

*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 24th day of December
one thousand nine hundred and
ninety-six,*

Special Deputy Secretary of State



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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT 2

Civil Court Proceedings

ATI is a defendant along with IDB Communications Group, Inc. in an action pending in the Supreme Court of the State of New York, County of New York, by Community Network Services, Inc. ("CNS"). The Complaint alleges that IDB attempted to put plaintiff out of business by withdrawing service from CNS and by telling ATI that CNS had not paid its bills and was going out of business because they were being shut off by IDB. ATI is alleged to have repeated what it was told by IDB to customers of CNS. In discovery to date, an officer of CNS has admitted that what ATI said to CNS' customers was true.

ATI is also a defendant and counterclaimant in an action pending in Supreme Court of the State of New York, IDB Communications, Inc. v. ATI Communications, Inc. IDB is suing ATI for alleged underpayment of bills. ATI is counterclaiming for various deficiencies in service and errors in IDB's billing. The action was commenced in 1995, and discovery has not yet begun.

EXHIBIT 3

Financial Statements

EXHIBIT 3

Financial Statements

ATI has sufficient financial resources to provide and maintain interexchange resale services in Florida. By way of background, ATI has extensive experience in providing telecommunications services. ATI provides resold interstate interexchange service pursuant to the policies adopted by the Federal Communications Commission and also provides intrastate interexchange services in New York. ATI now seeks to expand its service offerings to include competitive interexchange service in a number of states, including Florida. ATI's successful provision of telecommunications services is proof, in the first instance, of its technical, managerial, and financial ability to provide interexchange resale services in the State.

ATI proposes to provide service on a resale basis only, which means that significant additional capital expenditures will not be required in the first year of operation. It is anticipated that ATI will be able to integrate the provision of resold interexchange services into its existing telecommunications operations. In this manner, ATI will be able to take advantage of the existing resources currently available in the Company in such areas as billing, customer service, maintenance and technical support, and marketing and sales, and thereby further reduce the expenditures required to provide interexchange service in the state.

The Company anticipates that the resources needed to provide resold interexchange services in Florida will be available from its current assets and from the income and revenue generated from its successful provision of telecommunications services. Included in this Exhibit, but filed separately under seal as confidential and proprietary information, are copies of ATI's Income Tax Returns for an S Corporation for 1993, 1994, and 1995. These financial statements provide the required documentation to show that the applicant has sufficient financial capability to provide the requested service.

EXHIBIT 4

Managerial and Technical Qualifications

EXHIBIT 4

Managerial and Technical Qualifications

ATI is technically and managerially qualified to provide interexchange resale services within Florida. ATI Telecom was formed in 1993 and has extensive experience in providing telecommunications services. ATI is a domestic interexchange carrier, organized under the laws of New York, that resells switched and private line services. ATI is also an authorized international carrier that provides international message telecommunications service between the U.S. and various international points. ATI provides resold interstate interexchange service pursuant to the policies adopted by the Federal Communications Commission and also provides intrastate interexchange services in New York. ATI now seeks to expand its service offerings to include competitive interexchange service in a number of states, including Florida. ATI will be able to take advantage of the existing resources currently available in the Company in such areas as billing, customer service, maintenance and technical support, and marketing and sales. ATI's successful provision of telecommunications services is proof, in the first instance, of its technical, managerial, and financial ability to provide interexchange resale services in the State.

A description of the extensive managerial and technical telecommunications experience and expertise of ATI's key management personnel is provided below.

Chris Dowhie, President

An avatar of advanced telecommunications for the common man, Chris Dowhie has spent the past ten years making the latest telephonic products and services available to New York's newest ethnic groups at prices these groups can afford. During this decade long odyssey, Dowhie has consistently managed to anticipate new directions for cellular technology and long distance service, and then create and market inexpensive, easily-understood products and services which reflect his commitment to making New York City's newest immigrant population feel right at home in the global village.

Beginning in 1986 with Audio Trend Inc., the first wholesale/retail cellular phone boutiques in the metropolitan area, Dowhie has steadily and successfully expanded his vision. Building off his burgeoning reputation in the cellular field, Mr. Dowhie followed in 1988 by introducing ATI Rentals and Rent-A-Phone Inc., phone rental and cellular service resellers to midtown and downtown Manhattan's finest hotels.

Then, in 1990, Dowhie stepped beyond the realm of equipment sales and rental by launching ATI Debit Card International, one of the world's finest prepaid international calling card services. ATI Debit Card combined state-of-the-art technology with cutting-edge cellular capability to make cellular phone service accessible to middle and lower middle income markets.

Eager to expand and innovate further, in 1993 Dowhie founded ATI Telecom Inc. and moved to position it as a major provider of targeted discount international service, negotiating favorable rates to Colombia, the Dominican Republic, and other Caribbean and Latin American locales.

In conjunction with these overseas successes, Dowhie has managed to attract a domestic customer base whose purchasing power has enabled ATI Telecom to negotiate significantly discounted rates, thereby allowing it to enter the wholesale market, where it has begun reselling service to the New York metropolitan area calling arcades.

This impressive array of achievements led New York City Mayor Rudolph Guiliani to formally recognize ATI Telecom in 1995 as one of the fastest growing companies in New York City. The following year Chris Dowhie was honored as a finalist in the KPMG Peat Marwick Entrepreneur of the Year competition.

Dowhie is currently exploring opportunities for voice communication across the Internet, and is also in the process of offering Video Conferencing in the New York area.

Pat Dowhie, Vice President

Pat Dowhie has been associated with the ATI family of companies since 1986. Her administrative and customer service prowess is generally acknowledged to have enabled ATI's transition from cellular retailer to bundled telecommunications service provider. She is presently a vice president at ATI Telecom, where she has developed and continues to maintain the account maintenance, billing, collection and customer relations functions. Currently managing a bilingual staff of 35, she has implemented strategies which limit ATI's customer turnover to less than 7% per year while at the same time improving collections to the point where over 95% of payables are remitted within 30 days.

In addition to her duties with ATI Telecom, Pat Dowhie is president of Pre-Pay USA, also a reseller of long distance service. Currently in its first year of operation, Pre-Pay is expected to generate gross revenues in excess of \$7 million dollars in fiscal '97.

Gino Villalona, Head of MIS Department

ATI's MIS Department will be headed by Gino Villalona. Mr. Villalona has extensive experience in computers and telecommunications. He has experience in all aspects of computer diagnostics, installations and configurations, including considerable education with database management and Excel switches. He has been trained to configure and maintain Excel switches and on SBT Accounting Systems and Access Billing Software for Excel switches. Mr. Villalona studied Communications at Queens College and Electronics Engineering at College of Aeronautics.

EXHIBIT 5

Proposed Tariff

TITLE SHEET

RESOLD TELECOMMUNICATIONS SERVICES

This tariff applies to the Resold Telecommunications Services furnished by ATI Telecom, Inc. ("ATI" or "Carrier" or "Company") between one or more points in 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 Carrier's principal place of business, 110-72 Corona Avenue, Corona, New York 11368, 718/271-4300.

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Effective:

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ATI Telecom, Inc.
110-72 Corona Avenue
Corona, New York 11368

CHECK SHEET

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

<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	35	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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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

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 Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.

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TARIFF FORMAT (Cont'd)

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

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

Authorization Code - A numerical code, one or more of which may be assigned to a Subscriber, to enable Carrier to identify the origin of service User so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Subscriber shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange company which automatically identifies the local exchange line from which a call originates.

Carrier or Company - Refers to ATI Telecom, Inc.

Commission - Refers to the Florida Public Service Commission.

Common Carrier - A company or entity providing telecommunications services to the public.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Subscriber or Customer - The person or legal entity which enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

User - The person(s) utilizing Carrier's services.

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SECTION 2. RULES AND REGULATIONS

2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Carrier for telecommunications between points within the State. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.**
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.**
- 2.1.3 The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.**

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Use of Services

- 2.2.1 Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.**
- 2.2.2 The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.**
- 2.2.3 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.**
- 2.2.4 Carrier's services are available for use twenty-four hours per day, seven days per week.**
- 2.2.5 Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.**
- 2.2.6 Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.**

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier

- 2.3.1** Except as otherwise stated in this section, the liability of Carrier for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5.
- 2.3.2** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5, Carrier shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- 2.3.3** The liability of Carrier for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.4 Carrier shall not be liable for any claims for loss or damages involving:

- A. Any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by Carrier; or (3) common carriers or warehousemen;**
- B. Any delay or failure of performance or equipment due to causes beyond Carrier's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against Carrier; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;**
- C. Any unlawful or unauthorized use of Carrier's facilities and services;**

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.4 (Cont'd)

- D. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Carrier-provided facilities or services; or by means of the combination of Carrier-provided facilities or services with Customer-provided facilities or services;**
- E. Breach in the privacy or security of communications transmitted over Carrier's facilities;**
- F. Changes in any of the facilities, operations or procedures of Carrier that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by Carrier and is not provided to the Customer, in which event Carrier's liability is limited as set forth in subsection 2.3.1 of this Section 2.3.**
- G. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;**

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.4 (Cont'd)

- H. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Carrier's facilities;**
- I. Any intentional, wrongful act of a Carrier employee when such act is not within the scope of the employee's responsibilities for Carrier and/or is not authorized by Carrier;**
- J. Any representations made by Carrier employees that do not comport, or that are inconsistent, with the provisions of this Tariff;**
- K. Any act or omission in connection with the provision of 911, E911, or similar services;**
- L. Any noncompletion of calls due to network busy conditions;**
- M. Any calls not actually attempted to be completed during any period that service is unavailable.**

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.5 Carrier shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Carrier or Customer equipment or facilities or service provided by Carrier.

2.3.6 Carrier does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Carrier shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

- 2.3.7 Carrier assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if Carrier has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.**
- 2.3.8 Any claim of whatever nature against Carrier shall be deemed conclusively to have been waived unless presented in writing to Carrier within thirty (30) days after the date of the occurrence that gave rise to the claim.**
- 2.3.9 CARRIER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.**

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber

- 2.4.1 The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that Users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to Users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities which the Subscriber requests and which are ordered by Carrier on the Subscriber's behalf.
- 2.4.3 If required for the provision of Carrier's services, the Subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to Carrier.
- 2.4.4 The Subscriber is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Subscriber when required for Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber (Cont'd)

2.4.5 The Subscriber shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber 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 Subscribers. 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 use of protective interface devices.

If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Subscribers, Carrier may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Carrier may terminate the Subscriber's service pursuant to Section 2.6 of this Tariff.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber (Cont'd)

- 2.4.6 The Subscriber must pay Carrier for replacement or repair of damage to the equipment or facilities of Carrier caused by negligence or willful act of the Subscriber, Users, or others, by improper use of the services, or by use of equipment provided by the Subscriber, Users, or others.**
- 2.4.7 The Subscriber must pay for the loss through theft of any Carrier equipment installed at Subscriber's premises.**
- 2.4.8 The Subscriber is responsible for payment of the charges set forth in this tariff.**
- 2.4.9 The Subscriber is responsible for compliance with the applicable regulations set forth in this tariff.**

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service

2.5.1 General

- A. A credit allowance will be given when the service is interrupted, except as specified in Section 2.5.2, following. A service is interrupted when it becomes unusable to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by Carrier under this tariff.**
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.**
- C. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by Carrier to be impaired.**

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service (Cont'd)

2.5.2 Limitations on Allowances

No credit allowance will be made for any interruption of service:

- A. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than Carrier, including but not limited to the Customer or other common carriers connected to the service of Carrier;**
- B. due to the failure of power, equipment, systems, or services not provided by Carrier;**
- C. due to circumstances or causes beyond the control of Carrier;**
- D. during any period in which Carrier is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;**
- E. during any period in which the Customer continues to use the service on an impaired basis;**

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service (Cont'd)

2.5.2 Limitations on Allowances (Cont'd)

- F. during any period when the Customer has released service to Carrier for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. that was not reported to Carrier within thirty (30) days of the date that service was affected.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service (Cont'd)

2.5.3 Application of Credits for Interruptions in Service

Credits for interruptions of service, for which charges are specified on the basis of per minute of use, or on the usage of a fraction of a minute, shall in no event exceed an amount equal to the initial period charge provided for under this tariff.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Cancellation or Interruption of Services

2.6.1 Without incurring liability, Carrier may discontinue services to a Subscriber or may withhold the provision of ordered or contracted services, subject to the procedures set forth in 2.6.2:

- A. For nonpayment of any sum due Carrier for more than thirty (30) days after issuance of the bill for the amount due,**
- B. For violation of any of the provisions of this tariff,**
- C. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Carrier's services, or**
- D. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Carrier from furnishing its services.**

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Cancellation or Interruption of Services (Cont'd)

2.6.2 Procedures for discontinuance of existing service:

- A. Carrier may discontinue service without notice for any of the following reasons:**
- 1. If a Subscriber or User causes or permits any signals or voltages to be transmitted over Carrier's network in such a manner as to cause a hazard or to interfere with Carrier's service to others.**
 - 2. If a Subscriber or User uses Carrier's services in a manner to violate the law.**
- B. In all other circumstances, Carrier will provide the subscriber with written notice stating the reason for discontinuance, and will allow the subscriber not less than ten (10) days to remove the cause for discontinuance. In cases of non-payment of charges due, the subscriber will be allowed at least five (5) days, excluding Sundays and holidays, to make full payment of all undisputed charges, and in no event will service be discontinued on the day preceding any day on which Carrier is not prepared to accept payment of the amount due and to reconnect service.**

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Cancellation or Interruption of Services (Cont'd)

- 2.6.3 Without incurring liability, Carrier may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Subscriber and Carrier's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- 2.6.4 Service may be discontinued by Carrier, without notice to the Subscriber, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when Carrier deems it necessary to take such action to prevent unlawful use of its service. Carrier will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that has been deactivated.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.7 Billing Arrangements

- 2.7.1 Subscribers will either be billed directly by Carrier or its agent.
- 2.7.2 Carrier will render bills monthly. Payment is due within thirty (30) days after Subscriber's receipt of its bill.
- 2.7.3 Carrier will impose a late payment charge not to exceed 1.5% on any bill not paid within thirty (30) days of the receipt. Subscriber shall be responsible for all costs, including attorney's fees, incurred in the collection of unpaid charge or in any other action to enforce payments and/or obligations arising under this tariff.

2.8 Validation of Credit

Carrier reserves the right to validate the credit worthiness of Subscribers or Users.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9 Contested Charges

All bills are presumed accurate, and shall be absolutely binding on the User unless objection is received by Carrier within thirty (30) days after such bills are rendered. In the case of a billing dispute between the User and Carrier for service furnished to the User, which cannot be settled with mutual satisfaction, the User can take the following course of action within thirty (30) days of the billing date:

- 2.9.1 First, the User may request, and Carrier will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)
- 2.9.2 Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the User may file an appropriate complaint with the Florida Public Service Commission. The address of the Commission is:

Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850
904/413-6770

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.10 Deposits

Carrier does not require a deposit from the Subscriber.

2.11 Advance Payments

The Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service, where the Company in its sole discretion determines that such payment is required. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

2.12 Taxes

All federal excise taxes, and state and local sales, use, and similar taxes imposed or collected by the National Exchange Carrier Association, are the responsibility of the Subscriber, are billed as separate line items and are not included in the quoted rates.

2.13 Promotions

Carrier may from time to time offer promotional services, which will be approved by the Florida Public Service Commission.

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SECTION 3. DESCRIPTION OF SERVICES

3.1 Timing of Calls

The Customer's long distance usage charge is based on call duration, without regard to time of day, day of week or distance called. Calls are timed by the underlying carrier, whose services are resold by the Company in accordance with its own tariff.

- (i) On all calls, chargeable time begins when the called party picks up the receiver (i.e., when two-way communication, often referred to as conversation time, begins).
- (ii) A call is terminated when the calling or called party "hangs up." If the called station "hangs up" but the calling station does not, chargeable time ends when the connection is released by the automatic timing equipment in the network.
- (iii) When the Company's services are directly connected to a Customer-provided communications system at the Customer's premises, chargeable time begins when a call terminates in, or passes through, the first Customer equipment on that Customer provided communications system.

3.2 Calculation of Rates and Charges

Rates for the Company's intrastate services are usage sensitive but do not vary according to distance called or the time of day or day of week. No special holiday rates apply. Calls are billed in sixty (60) second initial and six (6) second additional billing increments, unless indicated otherwise. The usage rate is based on an initial period of sixty (60) seconds plus any additional period. Billing will be rounded up to the nearest penny for each call.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.3 Uncompleted Calls

There will be no charge for uncompleted calls.

3.4 Payment of Calls

3.4.1 Late payment Charge

Any charges accrued under this tariff that are not paid in full within the time provided by Section 2.6, preceding, will be subject to the following late payment charge:

1.5% Per Month

3.4.2 Uncollectible Check Charge

For any check returned to Carrier due to insufficient funds, uncollected funds, or closed account:

\$20.00 per check returned or 5% of the amount of the check, whichever is greater, will be assessed.

3.4.3 Restoration of Service

Carrier will not assess a reconnection fee for reestablishment of service to Customers who had been disconnected for nonpayment.

3.5 Minimum Call Completion Rate

Carrier will ensure an industry standard blocking rate between P.01 and P.02.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.6 Service Offerings

Carrier offers long distance, interexchange telephone services that allow residential and business customers to originate and terminate calls at locations within the State of Florida. Services are available on a full time basis, 24 hours a day, seven days a week.

Services may be offered on a pre-paid basis. Subscribers pay an amount in advance to cover their long distance usage. As Subscribers use ATI's services, their usage and all required taxes are automatically deducted from their remaining account balance. When a Subscriber's account balance reaches zero, they may no longer make calls using ATI's services. The Customer shall determine the amount of pre-payment. ATI does not set a minimum or maximum amount for pre-payment.

3.6.1 1+ Long Distance Telecommunications Service

Access is obtained by presubscription to the Company. ATI will require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment of bills. If ATI finds that credit has not been satisfactorily established, service will only be provided on a pre-paid basis. Calls are placed by dialing "1" and the destination telephone number, including the area code. Calls are billed in one minute initial and six (6) second additional billing increments, unless indicated otherwise.

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3.6.2 Debit Card Service

ATI offers a pre-paid long distance calling card. Calls are placed from any telephone by dialing an 800 number specified on their calling card. Calls are billed in one minute initial and six (6) second additional billing increments, unless indicated otherwise.

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SECTION 4. RATE SCHEDULES

4.1 Rate Schedules

This section sets forth the rates and charges applicable to Carrier's service offerings.

4.1.1 1+ Long Distance Telecommunications Services

**Initial Minute: \$0.14
Additional 6 Seconds: \$0.014**

4.1.2 Debit Card Service

**Initial Minute: \$0.14
Additional 6 Seconds: \$0.014**

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SECTION 4. RATE SCHEDULES (Cont'd)

4.2 Special Rates for the Handicapped

4.2.1 Directory Assistance

There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 within a billing cycle.

4.2.2 Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

4.2.3 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 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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APPENDICES

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

EXHIBITS

EXHIBIT 1	CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS
EXHIBIT 2	CIVIL COURT PROCEEDINGS
EXHIBIT 3	FINANCIAL STATEMENTS
EXHIBIT 4	MANAGERIAL AND TECHNICAL QUALIFICATIONS
EXHIBIT 5	PROPOSED TARIFF