

NOWALSKY, BRONSTON & GOTHARD, L.L.P.
ATTORNEYS AT LAW

LEON L. NOWALSKY
BENJAMIN W. BRONSTON
EDWARD P. GOTHARD

3500 N. CAUSEWAY BOULEVARD
SUITE 1442
METAIRIE, LOUISIANA 70002
TELEPHONE: (504) 832-1984
FACSIMILE: (504) 831-0892

MONICA R. BORNE
JEFFREY T. GREENBERG
Of Counsel

August 6, 1997 DEPOSIT DATE
D589 AUG 11 1997

Florida Public Service Commission
Division of Administration
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

971031-TI

RE: CONNECTAMERICA, INC.

Dear Sirs:

Enclosed herewith for filing please find an original and twelve (12) copies of the application for authority to provide interexchange telecommunications service submitted on behalf of ConnectAmerica, Inc.

Please acknowledge receipt of this filing by date stamping and returning the additional copy of this letter in the self-addressed envelope provided.

Thank you for your assistance. If you should have any questions, please do not hesitate to contact this office.

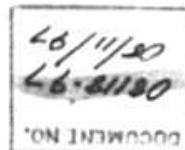
Sincerely,



Monica R. Borne

Enclosure
cc: Debra Wierus-O'Neill, ConnectAmerica

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. J.





Response to item 8) c) 2):

Timothy J. Sledz
President
Value Tel, Inc.

Kelda Sledz
Secretary
Value Tel, Inc.

Brian Sledz
Director
ValueTel, Inc.

Corporate Office

1841 Centre Point Drive, Suite 135 • Naperville, IL 60563 • (888) 342-5531 • Fax (800) 809-6848

**** FLORIDA PUBLIC SERVICE COMMISSION ****

DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION
101 E. Gaines Street
Fletcher Building
Tallahassee, Florida 32399-0866

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

Instructions

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

Florida Public Service Commission
Division of Communications
Bureau of Service Evaluation
101 East Gaines Street
Tallahassee, Florida 32399-0866
(904) 488-1280

- 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 Administration, Room G-50
101 East Gaines Street
Tallahassee, Florida 32399-0850
(904) 488-4733

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

Fictitious name registration number: _____

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

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

(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.

8. If incorporated, please give:

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

Corporate charter number: F97000000626

- (b) Name and address of the company's Florida registered agent. NRAI Services, Inc.
526 E. Park Avenue
Tallahassee, FL 32301

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

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

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.

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

- (a) The application; Monica R. Borne
Nowalsky, Bronston & Gothard
3500 N. Causeway Blvd., Suite 1442
Metairie, LA 70002
Ph. (504) 832-1984
- (b) Official Point of Contact for the ongoing operations of the company;
Timothy Sledz, President
1841 Centre Point Dr., Suite 135
Naperville, IL 60563 Ph. (630) 505-0005
- (c) Tariff; Monica R. Borne
Nowalsky, Bronston & Gothard
3500 N. Causeway Blvd., Suite 1442
Metairie, LA 70002
Ph. (504) 832-1984 Fx. (504) 831-0892
- (d) Complaints/Inquiries from customers;
Michelle Cusick
1841 Centre Point Dr., Suite 135
Naperville, IL 60563 1-888-742-5523 (Cust. Serv.)

10. List the states in which the applicant:

- (a) Has operated as an interexchange carrier.
Colorado, Iowa, Maine, Michigan, New Jersey
Utah and Virginia
- (b) Has applications pending to be certificated as an interexchange carrier.
New York
- (c) Is certificated to operate as an interexchange carrier.
Maine
- (d) Has been denied authority to operate as an interexchange carrier and the circumstances involved.
None.

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

None.

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

None.

11. 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
- Other:

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

1+ telephone number

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

- () Facilities. () Operators.
- () Billing and Collection. () Sales.
- () Maintenance.
- () Other: _____

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

Commissions paid on volume sold.

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

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

17. Please provide the following (if applicable):

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

Yes.

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

N/A

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).

Attached,

**** 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 one and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **LEC BYPASS RESTRICTIONS:** I acknowledge the Commission's policy that interexchange carriers shall not construct facilities to bypass the LECs without first demonstrating to the Commission that the LEC cannot offer the needed facilities at a competitive price and in a timely manner.
6. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange telephone service.
7. **ACCURACY OF APPLICATION:** By my signature below, I attest to the accuracy of the information contained in this application and associated attachments.

 Timothy Sledz
Typed name and signature of owner
or chief officer.

7/22/97
Date

ATTACHMENTS:

- A - CERTIFICATE TRANSFER STATEMENT
 - B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
 - C - INTRASTATE NETWORK
 - D - FLORIDA TELEPHONE EXCHANGES
AND EAS ROUTES
 - E - GLOSSARY
- FORM PSC/CMU 31 (4/91)

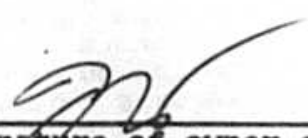
** APPENDIX A **

CERTIFICATE TRANSFER STATEMENT

Not Applicable.

I, (TYPED NAME)

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



Signature of owner or chief
officer of the certificate
holder

President

Title

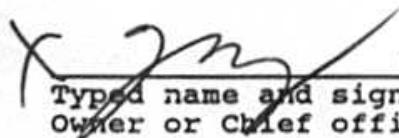
Date

**** APPENDIX B ****

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be responded to in one of the following ways (applicant please check one):

- (X) The applicant will not collect deposits nor will it collect payments for service more than one month in advance.
- () The applicant will file with the Commission and maintain a surety bond in an amount equal to the current balance of deposits and advance payments in excess of one month. (Bond must accompany application.)

 Timothy Sledz
Typed name and signature of
Owner or Chief officer

President

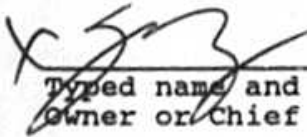
Title

7/22/97
Date

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). The Company will resell the services of only Commission certificated underlying carriers which comply with EAEA requirements.

6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has () or has not () previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:

- a) What services have been provided and when did these services begin?
- b) If the services are not currently offered, when were they discontinued?

 Timothy Sledz
Typed name and signature or
owner or Chief officer.

President
Title

7/22/97

Date

** APPENDIX D **

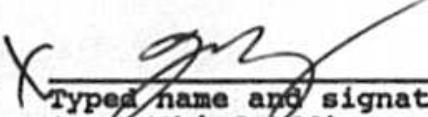
FLORIDA TELEPHONE EXCHANGES

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. Statewide.

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).

X 

Typed name and signature of
Owner/Chief Officer

President

Title 7/22/97

Date

FLORIDA TELEPHONE EXCHANGES

PERSON COMPLETING FORM			SIGNATURE			DATE		
Alachua.....	Cherry Lake.....	Ft. Meade.....	Jacksonville.....	Melbourne.....	Panama City.....	Spring Lake.....		
Alford.....	Chiefland.....	Ft. Myers.....	Jacksonville Bch..	Melrose.....	Panama City Beach..	Starke.....		
Alligator Point...	ChIPLEY.....	Ft. Myers Beach....	Jasper.....	Miami.....	Paxton.....	Stuart.....		
Altha.....	Citra.....	Ft. Pierce.....	Jay.....	Micanopy.....	Pensacola.....	Sugarloaf Key.....		
Apalachicola.....	Clearwater.....	Ft. Walton Beach...	Jennings.....	Middleburg.....	Perrine.....	Sunny Hills.....		
Apopka.....	Clermont.....	Ft. White.....	Jensen Beach.....	Milton.....	Perry.....	Tallahassee.....		
Arcadia.....	Clewiston.....	Freeport.....	Julington.....	Molino.....	Pierson.....	Tampa.....		
Archer.....	Cocoa.....	Frostproof.....	Jupiter.....	Monticello.....	Pine Island.....	Tarpon Springs....		
Astor.....	Cocoa Beach.....	Gainesville.....	Keaton Beach.....	Montverde.....	Plant City.....	Tavares.....		
Avon Park.....	Coral Springs.....	Geneva.....	Kenansville.....	Moore Haven.....	Polk City.....	The Beaches.....		
Baker.....	Cottondele.....	Glendale.....	Key Largo.....	Mount Dora.....	Pomona Park.....	Titusville.....		
Baldwin.....	Crawfordville.....	Graceville.....	Key West.....	Mulberry.....	Poppano Beach.....	Trenton.....		
Bartow.....	Crescent City.....	Grand Ridge.....	Keystone Heights..	Munson.....	Ponce De Leon.....	Trilacoochee.....		
Belle Glade.....	Crestview.....	Green Cove Spa.....	Kingsley Lake.....	Myakka.....	Ponte Vedra Beach..	Tyndall AFB.....		
Belleview.....	Cross City.....	Greensboro.....	Kissimmee.....	Naples.....	Port Charlotte.....	Unatilla.....		
Beverly Hills.....	Crystal River.....	Greenville.....	La Belle.....	New Port Richey...	Port St Joe.....	Valparaiso.....		
Big Pine.....	Dade City.....	Greenwood.....	Lady Lake.....	New Smyrna Beach..	Port St Lucie.....	Venice.....		
Blountstown.....	Daytona Beach.....	Gretna.....	Lake Buena Vista..	Newberry.....	Punta Gorda.....	Vernon.....		
Boca Grande.....	Debary.....	Groveland.....	Lake Butler.....	North Cape Coral..	Quincy.....	Vero Beach.....		
Boca Raton.....	Deerfield Beach...	Gulf Breeze.....	Lake City.....	North Dade.....	Ralford.....	Waldo.....		
Bonifay.....	Defuniak Springs..	Haines City.....	Lake Placid.....	North Fort Myers..	Reedy Creek.....	Walnut Hill.....		
Bonita Springs....	Deland.....	Hastings.....	Lake Wales.....	North Key Largo...	Reynolds Hill.....	Wauchula.....		
Bowling Green....	DeLeon Springs...	Havana.....	Lakeland.....	North Naples.....	St. Augustine.....	Weekiwachee Spa...		
Boynton Beach....	Delray Beach.....	Hawthorne.....	Laurel Hill.....	North Port.....	St. Cloud.....	Welaka.....		
Bradenton.....	Destin.....	High Springs.....	Lawtey.....	Oak Hill.....	St. Marks.....	Wellborn.....		
Branford.....	Douling Park.....	Hilliard.....	Lee.....	Ocala.....	St. Petersburg....	West Kissimmee....		
Bristol.....	Dunnellon.....	Hobe Sound.....	Leesburg.....	Okeechobee.....	Salt Springs.....	West Palm Beach...		
Bronson.....	East Orange.....	Holley Navarre....	Lehigh Acres.....	Oklawaha.....	San Antonio.....	Westville.....		
Brooker.....	Eastpoint.....	Hollywood.....	Live Oak.....	Old Town.....	Sanderson.....	Wewahitchka.....		
Brooksville.....	Eau Gallie.....	Homestead.....	Lynn Haven.....	Orange City.....	Sanford.....	White Springs.....		
Bunnell.....	Englewood.....	Homosassa Springs.	Luraville.....	Orange Park.....	Sanibel-Captiva...	Wildwood.....		
Bushnell.....	Eustis.....	Hosford.....	MacClenny.....	Orange Springs...	Santa Rosa Beach..	Williston.....		
Callahan.....	Everglades.....	Howey.....	Madison.....	Orlando.....	Sarasota.....	Windermere.....		
Cantonment.....	Fernandina Beach..	Hudson.....	Malone.....	Oviedo.....	Seagrave Beach....	Winter Garden....		
Cape Coral.....	Flagler Beach.....	Immokalee.....	Marathon.....	Pace.....	Sebastian.....	Winter Haven.....		
Cape Haze.....	Florahome.....	Indian Lake.....	Marco Island.....	Pahokee.....	Sebring.....	Winter Park.....		
Carabelle.....	Fla Boys Ranch...	Indiantown.....	Marianna.....	Palatka.....	Shalimar.....	Yankeetown.....		
Cedar Keys.....	Forest.....	Interlachen.....	Maxville.....	Palm Coast.....	Silver Spa Shores..	Youngstown-Fount..		
Century.....	Ft. George.....	Inverness.....	Mayo.....	Palmetto.....	Sneads.....	Yulee.....		
Chattahoochee....	Ft. Lauderdale....	Islamorada.....	McIntosh.....	Panacea.....	Sopchoppy.....	Zephyrhills.....		
						Zolfo Springs.....		

** FLORIDA EAS FOR MAJOR EXCHANGES **

<u>Extended Service Area</u>	<u>with</u>	<u>These Exchanges</u>
PENSACOLA:		Cantonment, Gulf Breeze Pace, Milton Holley-Navarre.
PANAMA CITY:		Lynn Haven, Panama City Beach, Youngstown-Fountain and Tyndall AFB.
TALLAHASSEE:		Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks.
JACKSONVILLE:		Baldwin, Ft. George, Jacksonville Beach, Callahan, Maxville, Middleburg Orange Park, Ponte Vedra and Julington.
GAINESVILLE:		Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.
OCALA:		Belleview, Citra, Dunnellon, Forest Lady Lake (B21), McIntosh, Oklawaha, Orange Springs, Salt Springs and Silver Springs Shores.
DAYTONA BEACH:		New Smyrna Beach.
TAMPA:	Central	None
	East	Plant City
	North	Zephyrhills
	South	Palmetto
	West	Clearwater
CLEARWATER:		St. Petersburg, Tampa-West and Tarpon Springs.
ST. PETERSBURG:		Clearwater.
LAKELAND:		Bartow, Mulberry, Plant City, Polk City and Winter Haven.

** FLORIDA EAS MAJOR EXCHANGES CONTINUE **

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

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

TITUSVILLE: Cocoa and Cocoa Beach.

COCOA: Cocoa Beach, Eau Gallie, Melbourne and Titusville.

MELBOURNE: Cocoa, Cocoa Beach, Eau Gallie and Sebastian.

SARASOTA: Bradenton, Myakka and Venice.

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

NAPLES: Marco Island and North Naples.

WEST PALM BEACH: Boynton Beach and Jupiter.

POMPANO BEACH: Boca Raton, Coral Springs, Deerfield Beach and Ft. Lauderdale.

FT. LAUDERDALE: Coral Springs, Deerfield Beach, Hollywood and Pompano Beach.

HOLLYWOOD: Ft. Lauderdale and North Dade.

NORTH DADE: Hollywood, Miami and Perrine.

MIAMI: Homestead, North Dade and Perrine

**** APPENDIX E ****

**** GLOSSARY ****

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

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.

FORM PSC/CMU 31 (4/91)

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.

Exhibit A



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

February 6, 1997

NOWALSKY & BRONSTON, L.L.P.
ATTORNEY AT LAW
3500 N CAUSEWAY BLVD., STE 1442
METAIRIE, LA 70002

Qualification documents for CONNECTAMERICA, INC. were filed on February 6, 1997 and assigned document number F97000000626. 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.

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.

Michael Mays
Document Specialist
Division of Corporations

Letter Number: 197A00006331

Exhibit B

Timothy J. Sledz

1841 Centre Point Drive, Suite 135
Naperville, Illinois 60563
708.505.0005

EXPERIENCE:

- PRESIDENT, CHIEF OPERATING OFFICER** **1995-Present**
Connect America, Inc. **Naperville, Illinois**
Responsible for the provisioning, billing, collection and accounting of all long-distance and paging customers a fast-growing telecommunications start-up.
- CHIEF OPERATING OFFICER** **1993-1995**
Value Tel, Inc. **Naperville, Illinois**
Originally, designed and developed the software and systems used in long distance resellers. Finally, responsible for the provisioning, billing, collection and accounting of all long-distance customers.
- BOARD OF DIRECTORS** **1995-Present**
Network Long Distance, Inc. **Baton Rouge, Louisiana**
Member of the Board of Directors of publicly traded long distance company.
- PARTNER** **1992-1993**
Dynamic Imaging Systems, Inc. **Chicago, Illinois**
Designed, developed, installed and maintained the software and hardware for several imaging projects, including a loan sale for the FDIC involving 12 sites over \$500 million in assets.
- PRESIDENT** **1990-1992**
Nano Systems, Inc. **Naperville, Illinois**
Co-founder of Nano Systems, a value added reseller specializing in turnkey PC solutions, including needs analysis, manufacture, installation, training and sales of computer hardware and software.
- CONSULTANT** **1983-1992**
PC Etc. **Naperville, Illinois**
Performed needs analysis, designed and developed vertical market software for computerized imaging systems, graphic analysis, insurance companies, mail order and cost reduction tracking. Developed a library of routines used by other programmers to speed the development cycle.

KELDA M. SLEDZ

8 South 323 Hampton Circle
Naperville, Illinois 60540
(708).717.4300

EDUCATION

Luther College, Decorah, Iowa
Bachelor of Arts Degree June 1984
Major: Business

CAREER EXPERIENCE

11/95 to present

ConnectAmerica, Naperville, Illinois
Customer Service and Agent Relations.
Responsibilities included general office tasks, agent services, assisted in end user, carrier and vendor relations.

10/91 to 10/95

Discount Network Services, Naperville, Illinois
Customer Service and Agent Relations.
Responsibilities included general office tasks, agent services, assisted in end user, carrier and vendor relations.

10/85 to 10/87

Henrotin Hospital, Chicago, Illinois
Personnel Coordinator. Assisted personnel director with new applicants and interdepartmental transfers. Reviewed employee performance reports. Reviewed and recommended salary changes based on those reports.

6/85 to 10/85

Harris Bank Naperville, Naperville, Illinois
Receptionist. Customer relations and office related projects.

10/84 to 6/85

Snelling and Snelling, Madison, Wisconsin.
Personnel Recruiter. Recruited and placed personnel for new and existing businesses and customers.

Exhibit C

FINANCIAL ABILITY TO PROVIDE CONTINUOUS SERVICE

The Company submits 1995 and 1994 year-end financial statements of Value Tel Acquisition Subsidiary, Inc. The Company was initially organized as Value Tel Acquisition Subsidiary, Inc. and the name was changed to ConnectAmerica, Inc. on June 13, 1996.

The Company is financially capable to provide the requested service in the geographic areas proposed and will be able to maintain such services and meet any and all lease or ownership obligations. The Company is currently obtaining the necessary certifications to enable it to operate in a majority of the United States. Continuing operations in all states will provide the Company will the funding necessary for maintaining its operations.

In addition, the Company has access to capital from investors should it need additional funding for operations.

VALUE TEL			
BALANCE SHEET AT			
DECEMBER 31, 1995 AND 94			
		12/31/95	12/31/94
ASSETS:			
Cash		71,473	434,821
Accounts Receivable	850,046		771,208
Reserve	770,723		253,698
		79,323	517,510
Fixed Assets	100,611		
Accum Depr	34,322		
		66,289	41,212
Investment in Subs		8,686,421	0
Other Assets - ppds & deps		16,731	27,536
TOTAL ASSETS		8,920,237	1,021,079
LIABILITIES & EQUITY:			
Trade Accts Payable		707,706	790,494
Auto Loan		15,518	0
Shareholder Loans Pay.		269,944	140,374
Excise Taxes Pay.		1,133,681	370,000
Payroll Taxes Pay.		1,803	0
Deferred Gain		7,135,722	0
		9,264,374	1,300,868
Common Stock		125	100
APIC		75,901	926
Accum. Deficit		-420,163	-280,815
		-344,137	-279,789
Total Liabilities & Equity		8,920,237	1,021,079

VALUE TEL, INC.			
P & L FOR YEARS ENDED			
DECEMBER 31, 1995 & 94			
	1995	1994	Difference
Gross Revenue:			
LD revenue	8,327,610	3,513,896	4,813,714
COGS:			
Billing	117,249		117,249
Postage on billing	88,038		88,038
Carrier Costs	6,441,456	2,701,905	3,739,551
Total Cost of Goods Sold	6,646,743	2,701,905	3,944,838
Revenue from operations	1,680,867	811,991	868,876
Other revenue:			
Interest Income	91,587		91,587
Sales Kits	16,054	0	16,054
Commissions Income	151,635	172,140	-20,505
Total other revenue	259,276	172,140	87,136
	1,940,143	984,131	956,012
Expenses:			
Salaries, wages & commissions	1,310,347	326,436	983,911
Rent	51,428		51,428
Bad Debts	517,025	248,698	268,327
Interest Exp	11,553		11,553
Excise Taxes, etc.	763,900	340,000	423,900
Depreciation	24,019	10,304	13,715
Professional fees & Consulting	347,229		347,229
Gen'l office, utilities & printing	179,467		179,467
Other: licenses, travel, advert, insurance, fees, etc.	233,523	338,953	-105,430
Non-deferred portion of sales pri	-1,359,000		-1,359,000
Total Expenses	2,079,491	1,264,391	815,100
Net Loss	-139,348	-280,260	140,912

Exhibit D

TITLE SHEET**CONNECTAMERICA, INC.****TARIFF NO. 1**

This tariff contains the description, regulations, and rates applicable to the provision of telecommunications service by CONNECTAMERICA, INC. ("ConnectAmerica") with principal offices located at 1841 Centre Point Drive, Suite 135, Naperville, Illinois 60563. This tariff is on file with the Florida Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business.

ISSUED: AUG 06 1997**EFFECTIVE:**

ISSUED BY: Timothy Sledz, President
ConnectAmerica, Inc.
1841 Centre Point Dr., Suite 135
Naperville, Illinois 60563

CHECK SHEET

All 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	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original	28	Original
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

ISSUED: AUG 06 1997**EFFECTIVE:****ISSUED BY:** Timothy Sledz, President
ConnectAmerica, Inc.
1841 Centre Point Dr., Suite 135
Naperville, Illinois 60563

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Naperville, Illinois 60563

SYMBOLS

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

- D - Deleted or Discontinued Material
- I - Change Resulting In A Rate Increase
- M - Moved From Another Tariff Location
- N - New Material
- R - Change Resulting In A Rate Reduction
- T - Change In Text or Regulation Only

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between existing sheets with whole numbers, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be Sheet 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 14 cancels 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheets - When a tariff filing is made with the 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 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., remains 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 sheet on file with the Commission.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS**1.1 Definitions:**

Authorized User - A person, firm, corporation, or other entity authorized by the customer to receive or send communications.

Cancellation of Order - A customer-initiated request to discontinue processing a service order, in part or in whole, prior to its completion.

Carrier/Company - ConnectAmerica, Inc., unless otherwise specified or clearly indicated by the context.

Completed Calls - Completed calls are answered calls on the distance end.

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

Customer Provided Equipment - Terminal equipment provided by a customer.

Day Rate Period - 8:00 a.m. to 4:59 p.m. Monday through Friday.

Directory Assistance - Directory Assistance Service consists of supplying or attempting to supply listed telephone numbers to persons who call the Directory Assistance Bureau.

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

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1.1 Definitions: (continued)

Evening Rate Period - 5:00 p.m. to 10:59 p.m. Sunday through Friday.

Holidays - Carrier's recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Holiday Rate Period - The Evening Rate will apply to calls made on Carrier recognized Holidays listed herein, provided, however, that calls made on Holidays during the Night/Weekend Rate Period shall be billed at the lower of the Evening Rate and the Night/Weekend Rate.

Measured Use Service - The provision of long distance measured time communications telephone service to customers who access the carrier's services at its switching and call processing equipment by means of access facilities obtained from another carrier by the customer or otherwise provided at its own expense (the customer is responsible for arranging for the access line).

Night/Weekend Rate Period - 11:00 p.m. to 7:59 a.m. every day; 8:00 a.m. to 10:59 p.m. Saturday; and 8:00 a.m. to 4:59 p.m. Sunday.

Normal Business Hours - Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday excluding holidays.

Premises - The space designated by a customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business as well as space at the customer's place(s) of business.

Terminal Equipment - All telephone instruments, large and small key PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system of the telephone utility.

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1.2 Abbreviations:

LATA - Local Access Transport Area

LEC - Local Exchange Carrier

MTS - Message Toll Service

NSF - Non-Sufficient Funds

PBX - Private Branch Exchange

SAL - Special Access Line

V&H - Vertical and Horizontal

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SECTION 2 - RULES AND REGULATIONS**2.1 Carrier Undertaking**

Carrier provides long distance message toll telephone service to customers for their direct transmission of voice, data, and other types of telecommunications.

Communications originate when the customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access or on a dial-up basis. Carrier may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Carrier network. The customer shall be responsible for all charges due for such service arrangements.

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

2.2 Limitations on Service

2.2.1 Carrier reserves the right to provide services to and from locations where the necessary facilities and/or equipment are available and subject to the provisions of this tariff.

2.2.2 Carrier reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.

2.2.3 Title to any equipment provided by Carrier under these regulations remains with Carrier. Carrier's prior written permission is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any such assignee or transferee.

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2.3 Use of Service

Service may not be used for any unlawful purposes.

The minimum period for service is one month (30 days), unless otherwise noted in the service description.

2.4 Limitation of Liability

2.4.1 Carrier shall not be liable to any person, firm or entity for damages, either direct, indirect, consequential, special, incidental, actual, punitive, or for any other damages or for any lost profits, arising out of mistakes, accidents, errors, omissions, interruptions, delays or defects in transmissions, and not caused by the negligence of the Carrier, commencing upon activation of service and in no event exceeding an amount equivalent to the proportionate charge to the customer for the period of service during which mistakes, accidents, errors, omissions, interruptions, delays or defects in transmission occur. Carrier makes no warranty, whether express, implied or statutory, as to the description, quality, merchantability, completeness or fitness for any purpose of the service or local access, or as to any other matter, all of which warranties by Carrier are hereby excluded and disclaimed.

2.4.1 Carrier will indemnify the customer and hold it harmless in respect to any loss, damage, liability or expense asserted against the customer by a third party on account of any property damage or personal injury caused by the negligent or willful misconduct of Carrier or its agents or representatives arising out of performance by Carrier of any testing or other activities on the customer's premises pursuant to this tariff. Carrier's obligations under the immediately preceding sentence shall be subject to the customer's full performance of this tariff and subject further to the customer's duty to take reasonable precautions in the location, construction, maintenance and operation of all activities, facilities and equipment for the protection against hazard or injury and so as to not interfere with the services provided by Carrier.

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Naperville, Illinois 60563

2.4 Limitation of Liability (continued)

- 2.4.2 Carrier shall be indemnified and held harmless by the customer against:
- A. Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of the material, data information, or other content transmitted over the carrier's facilities; and
 - B. All other claims arising out of any act or omission by the customer in connection with any service provided by Carrier.
- 2.4.3 Carrier shall not be liable for, and the customer indemnifies and holds Carrier harmless from, any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any party or persons, for personal injury to, or death of, any person or persons, and for any loss, damage, defacement, or destruction of the premises of the customer or any other property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, condition, location, or use that is not the direct result of the carrier's negligence. No agents or employees or other carriers shall be deemed to be agents or employees of Carrier.
- 2.4.4. With respect to the routing of calls by Carrier to public safety answering points or municipal Emergency Service providers, Carrier's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of Carrier's action, or failure to act in routing the call, or (b) the sum of \$1,000.00.

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2.5 Interruption of Service

A credit allowance for interruptions of service which are not due to Carrier's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the customer to notify Carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to Carrier's terminal.

2.6 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

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2.7 Customer Responsibility

- 2.7.1 All customers assume general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communication systems provided by others are connected to Carrier's facilities, the customer assumes additional responsibilities. All customers are responsible for the following:
- A. The customer is responsible for placing orders for service, paying all charges for service rendered by the Carrier and complying with all regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
 - B. When placing an order for service, the customer must provide:
 - 1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.
 - 2. The name(s), telephone number(s), and address(es) of the customer contact person(s).
 - C. The customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
 - 1. The negligence or willful act of the customer or user;
 - 2. Improper use of service; or
 - 3. Any use of equipment or service provided by others.
 - D. After receipt of payment for the damages, Carrier will cooperate with the customer in prosecuting a claim against any third party causing damage.

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ConnectAmerica, Inc.
1841 Centre Point Dr., Suite 135
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2.7.2 Maintenance, Testing, and Adjustment

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

2.7.3 A. Deposits

The Company does not require a deposit from the customer.

B. Advance Payments

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

2.7.4 Credit Allowances

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

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

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

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2.7.4 Credit Allowances (continued)

- C. Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:
1. Interruptions of service resulting from Carrier performing routine maintenance;
 2. Interruptions of service for implementation of a customer order for a change in the service;
 3. Interruption caused by the negligence of the customer or his authorized user;
 4. Interruptions of service due to customer or authorized user provided facilities.

2.7.5 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, the customer will be charged for all non-recoverable portions of expenditures or liabilities incurred by Carrier on behalf of the customer.

2.7.6 Application of Charges

The charge for service are those in effect for the period that service is furnished.

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ConnectAmerica, Inc.
1841 Centre Point Dr., Suite 135
Naperville, Illinois 60563

2.7.7 Payment and Charges for Services

Charges for service are applied on a recurring and non-recurring basis. Service is provided and billed on a monthly basis. Service continues to be provided until disconnection is requested by the customer, in writing.

In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with complaint procedures set forth in this tariff.

Payment will be considered timely if paid within 15 days after the bill is rendered. The bill shall be considered rendered when deposited in the U.S. mail with postage prepaid. Interest as stated in this tariff will accrue on any unpaid amount commencing on the twenty-first day after rendition of the bill.

The customer is responsible for payment of all charges for service furnished to the customer under this tariff. The initial billing may consist of one months estimated usage billed in advance. Thereafter, charges based on actual usage during a month will be billed monthly in arrears.

Service may be denied or discontinued for non-payment charges. Disconnection will not occur before fifteen (15) days from the due date and Carrier will give five (5) days written notice before any disconnection occurs. Restoration of service will be subject to any applicable installation charges.

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2.7.8 Taxes

Customer is responsible for payment of any state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) which will be listed as separate line items and which are not included in the quoted rates.

2.7.9 Customer Complaint Procedure

Carrier will resolve any disputes brought to its attention as promptly and effectively as possible. Customer Service Representatives can be reach via the following toll free telephone number: 1-888-742-5523.

Customers have the right to refer any unresolved dispute or complaint to the Florida Public Service Commission.

In the event of a dispute concerning an invoice, the customer must pay a sum equal to the amount of the undisputed portion of the bill and notify the Company of the disputed portion.

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2.8 Carrier Responsibility**2.8.1 Calculation of Credit Allowance**

Pursuant to limitations set forth in Section 2.7.4, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. The customer shall be credited for each hour or major fraction thereof that an interruption continues beyond two hours.
- C. When a minimum usage charge is applicable and the customer fails to meet a usage minimum, credit for the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled beyond two hours.

2.8.2 Cancellation of Credit

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

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2.8.3 Disconnection of Service by Carrier

Carrier, upon 5 days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A. Non-payment of any sum due to Carrier for regulated service for more than thirty days beyond the date of rendition of the bill for such service;
- B. A violation of any regulation governing the service under this tariff;
- C. A violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
- D. Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

2.8.4 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished or discontinued beginning with the day after service was furnished or discontinued. Divide the number of days by thirty days and multiply the resultant fraction by the monthly charge.

2.9 Exclusion Requirements

The Carrier does not have any exclusion requirements regarding provision of services to customers.

2.10 Employee Concessions

The Company does not offer any employee concessions at this time.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.1 Timing of Calls**

The customer's monthly usage charges are based upon the total number of minutes use by the customer and the service options subscribed to. Usage begins when the called party picks up the receiver, (i.e. When two-way communications, often referred to as "conversation time," is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to sixty (60) seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up. There are no charges incurred for uncompleted calls.

3.2 Start of Billing

For billing purposes, the start of service is the day following acceptance by the customer of Carrier's service or equipment. The end of service date is the day on which service was discontinued.

3.3 Interconnection

Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier. Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of other carriers' tariffs.

3.4 Terminal Equipment

Carrier's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the customer. The Customer is responsible for all costs at his premises, including customer personnel, wiring, electrical power, and the like incurred in his use of carrier's service. Carrier may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon written notice, terminate the customer's service.

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3.5 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The company uses the rate centers and associated vertical and horizontal coordinates currently used within the telephone industry.

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

3.6 Minimum Call Completion Rate

The customer can expect a call completion rate of 99% of calls attempted during peak use periods for all Feature Group D (1+) services.

3.7 Hearing or Speech Impaired Persons

Rates for calls are reduced for residence or single-line business customers who meet the following requirements:

A. The customer is certified to the Company as having a hearing or speech impairment that prevents telephone voice communications.

B. The customer uses a telecommunications device for the deaf (TDD) or other non-voice equipment for telecommunications.

C. The customer provides a written application to the Company for reduced rates.

D. The customer designates to the Company one telephone number associated with that customer's service and telecommunications device.

Intrastate toll message rates for hearing and speech impaired persons meeting the above requirements shall be Evening rates for daytime calls and Night rates for evening and night calls.

ISSUED: AUG 06 1997**EFFECTIVE:**

ISSUED BY: Timothy Sledz, President
ConnectAmerica, Inc.
1841 Centre Point Dr., Suite 135
Naperville, Illinois 60563

3.8 Services Offerings

The Company provides the following services:

3.8.1 Message Toll Service (MTS)

1+ Dialing, Calling Card and 800 services are available from Feature Group D end offices within the State.

3.8.2 Inbound 800/888 Service

Inbound 800/888 Service is virtual banded inbound toll service which permits calls to be completed at the subscriber's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number which terminates at the customer's location. Inbound services originate via normal shared use facilities and are terminated via the customers' local exchange service access line.

Carrier will accept a prospective Inbound Service customer's request for up to ten (10) 800/888 telephone numbers and will reserve such number(s) on a first come first serve basis. All requests for number reservations must be made in writing, dated and signed by a responsible representative of the customer. Carrier does not guarantee the availability of number(s) until assigned. The telephone number(s) so requested, if found to be available, will be reserved for and furnished to the eligible customer.

If a customer who has received an 800/888 number does not subscribe to Inbound Service within 90 days, the company reserves the right to make the assigned number available for use by another customer.

ISSUED: AUG 06 1997**EFFECTIVE:**

ISSUED BY: Timothy Sledz, President
ConnectAmerica, Inc.
1841 Centre Point Dr., Suite 135
Naperville, Illinois 60563

3.8.3 Travel Card Service

Allows subscribers who are away from home or office to place calls by gaining access to the network via an 800 number and personal identification code issued by the Company.

3.8.4 Directory Assistance

Allows a requesting party to obtain listed telephone numbers from a directory assistance operator.

ISSUED: **AUG 06 1997**

EFFECTIVE:

ISSUED BY: Timothy Sledz, President
ConnectAmerica, Inc.
1841 Centre Point Dr., Suite 135
Naperville, Illinois 60563

SECTION 4 - RATES AND CHARGES**4.1. Usage Charges and Billing Increments****4.1.1 Usage Charges**

Unless flat rated, usage charges are determined by the time of day rate periods and minutes of use within each rate period. The rate period is determined by the time and day of call origination at the customer's location.

4.1.2 Billing Increments

Usage is billed in accordance with the billing increments set forth in the individual product rate sections of this tariff.

4.1.3 Rounding

All calls are rounded to the next highest billing interval. Any partial cents per call will be rounded up to the next highest whole cent.

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4.2 Outbound MTS Rates

4.2.1 **Program PL3:**

- A. Intrastate Rate Per Minute: \$0.164
- B. Usage is billed with an 18 second initial increment and in 6 second increments thereafter.
- C. Monthly Recurring Charge: \$5.00 per location.

4.2.2 **Program LP3:**

- A. Intrastate Rate Per Minute: \$0.164
- B. Usage is billed with an 18 second initial increment and in 6 second increments thereafter.
- C. Monthly Recurring Charge: \$5.00 per location.

4.2.3 **PL4 Flat Rate Program:**

This program allows customers to have one rate for interstate and intrastate service.

- A. Rate Per Minute: \$0.129
- B. Usage is billed with an 18 second initial increment and in 6 second increments thereafter.
- C. Monthly Recurring Charge: \$5.00 per location.

4.2.4 **LP4 Flat Rate Program:**

This program allows customers to have one rate for interstate and intrastate service.

- A. Rate Per Minute: \$0.134
- B. Usage is billed with an 18 second initial increment and in 6 second increments thereafter.
- C. Monthly Recurring Charge: \$5.00 per location.

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EFFECTIVE:

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ConnectAmerica, Inc.
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Naperville, Illinois 60563

4.3 Inbound 800/888 Rates**4.3.1 Program P13:**

- A. Intrastate Rate Per Minute: \$0.164
- B. Usage is billed with an 18 second initial increment and in 6 second increments thereafter.
- C. Monthly Recurring Charge: \$1.00 per 800/888 number.

4.3.2 Program L13:

- A. Intrastate Rate Per Minute: \$0.174
- B. Usage is billed with an 18 second initial increment and in 6 second increments thereafter.
- C. Monthly Recurring Charge: \$1.00 per 800/888 number.

4.3.3 P14 Flat Rate Program:

This program allows customers to have one rate for interstate and intrastate service.

- A. Rate Per Minute: \$0.134
- B. Usage is billed with an 18 second initial increment and in 6 second increments thereafter.
- C. Monthly Recurring Charge: \$1.00 per 800/888 number.

4.3.4 L14 Flat Rate Program:

This program allows customers to have one rate for interstate and intrastate service.

- A. Rate Per Minute: \$0.139
- B. Usage is billed with an 18 second initial increment and in 6 second increments thereafter.
- C. Monthly Recurring Charge: \$1.00 per 800/888 number.

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ConnectAmerica, Inc.
1841 Centre Point Dr., Suite 135
Naperville, Illinois 60563

4.4 Travel Card Rates

- A. Rate Per Minute: \$0.2050
- B. Usage is billed in one (1) minute increments.
- C. Per Call Surcharge: None.

4.5 Directory Assistance

Customers will be billed the following per call charge to be connected to the local exchange company directory assistance service for directory assistance calls within the state. All verified handicapped customers will be allowed fifty (50) free Directory Assistance calls per month.

Directory Assistance Charge per call.....\$0.85

4.6 Late Payment Penalty

Customers will be charged 1.5% of any amounts owed to the Company beyond the due date as set forth within this tariff.

4.7 Dishonored Check Charge

Any person submitting a check to the Carrier as payment for services, which is subsequently returned by the issuing institution, shall be charged the greater of 5% of the amount of the check or \$20.00.

4.8 Restoration of Service Charge

The Company does not charge for restoration of services.

4.9 Special Promotions

Carrier will receive Commission approval prior to offering any Special Promotions. Any reduced rates offered under a Special Promotion will in no event last for more than 90 days per 12 month period.

ISSUED: AUG 06 1997

EFFECTIVE:

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1841 Centre Point Dr., Suite 135
Naperville, Illinois 60563

4.10 Discounts for Hearing Impaired Customers

- 4.10.1 A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.
- 4.10.2 The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period.
- 4.10.3 The credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either party is both hearing and visually impaired, the call shall be discounted at 60% of the applicable rate.

4.11 Directory Assistance for Handicapped Persons

Handicapped customers are entitled to 50 free directory assistance calls per billing cycle in accordance with FAC 25-4.115(3).

ISSUED: AUG 06 1997**EFFECTIVE:**

ISSUED BY: Timothy Sledz, President
ConnectAmerica, Inc.
1841 Centre Point Dr., Suite 135
Naperville, Illinois 60563

NOWALSKY, BRONSTON & GOTHARD, L.L.P.
ATTORNEYS AT LAW

LEON L. NOWALSKY
BENJAMIN W. BRONSTON
EDWARD P. GOTHARD

3500 N. CAUSEWAY BOULEVARD
SUITE 1442
METAIRIE, LOUISIANA 70002
TELEPHONE: (504) 832-1984
FACSIMILE: (504) 831-0892

MONICA R. BORNE
JEFFREY T. GREENBERG
Of Counsel

August 6, 1997

DEPOSIT

D 5 8 9

DATE

AUG 11 1997

Florida Public Service Commission
Division of Administration
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

RE: CONNECTAMERICA, INC.

Dear Sirs:

Enclosed herewith for filing please find an original and twelve (12) copies of the application for authority to provide interexchange telecommunications service submitted on behalf of ConnectAmerica, Inc.

Please acknowledge receipt of this filing by date stamping and returning the additional copy of this letter in the self-addressed envelope provided.

Thank you for your assistance. If you should have any questions, please do not hesitate to contact this office.

Sincerely,

