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April 27, 2000

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

DEPOSIT DATE
D288 MAY 02 2000

RE: Telergy Network Services, Inc.
 Application Form for Authority to Provide Interexchange
 Telecommunications Service Within the State of Florida

000512-TI

Dear Sir or Madam:

Enclosed please find an original and six (6) copies of the above-referenced Application, along with required attachments for filing. Also enclosed is a check made payable to the Florida Public Service Commission in the amount of \$250.00 representing the requisite non-refundable application fee.

Please direct questions regarding this filing to the undersigned at (315) 362-2606.

Additional information , such as the financial information and the Business Plan of Telergy Network Services, Inc. and its parent company, Telergy Operating, Inc. are hereby submitted under Seal and marked CONFIDENTIAL AND PROPRIETARY. We respectfully ask that this information remain confidential, and disclosure is limited to staff members directly involved in this case. We further ask that all pleadings or other filings that incorporate, reference, or attach these documents, or any portion thereof, be submitted under Seal.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for this purpose.

Your assistance in this matter is greatly appreciated.

Very truly yours,

Karen M. Hawkins
Regulatory Compliance Paralegal

Enclosure

Cc: Theresa Atkins, Esq.

DOCUMENT NUMBER - DATE
05253 APR 28 2000
FPSC-RECORDS/REPORTING

One Telergy Parkway • East Syracuse, New York 13057
315.362.2000 • 877.TELERGY • (315.835.3749) • FAX: 315.362.5399

www.telergy.net

Power in Telecom

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

DIVISION OF TELECOMMUNICATIONS
BUREAU OF CERTIFICATION AND SERVICE EVALUATION

**Application Form for Authority to Provide
Interexchange Telecommunications Service
Between Points Within the State of Florida**

000512-TI

Instructions

- ◆ This form is used as an application for an original certificate and for approval of assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Appendix A).
- ◆ Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250.00 to:

**Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770**

Note: No filing fee is required for an assignment or transfer of an existing certificate to another certificated company.

- ◆ If you have questions about completing the form, contact:

**Florida Public Service Commission
Division of Telecommunications
Bureau of Certification and Service Evaluation
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6600**

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This is an application for \checkmark (check one):

- Original certificate (new company).**
- Approval of transfer of existing certificate:**
Example, a certificated company purchases an existing certificated company and desires to retain the authority of both certificates.
- Approval of assignment of existing certificate:**
Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.
- Approval of transfer of control:**
Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. **Name of company:** ARTICLES OF INCORPORATION ATTACHED AS EXHIBIT I.

Telergy Network Services, Inc.

3. **Name under which applicant will do business (fictitious name, etc.):**

Telergy Network Services, Inc.

4. **Official mailing address (including street name & number, post office box, city, state, zip code):**

One Telergy Parkway

East Syracuse, New York 13057

5. **Florida address (including street name & number, post office box, city, state, zip code):**

NONE

6. Select type of business your company will be conducting \checkmark (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 resold service by enrolling unaffiliated customers.
- Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

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 individual, provide:

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

9. **If incorporated in Florida**, provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State Corporate Registration number:**

✓ 10. **If foreign corporation**, provide proof of authority to operate in Florida:

SEE ATTACHED EXHIBIT II

(a) **The Florida Secretary of State Corporate Registration number:**

F00000000568

11. **If using fictitious name-d/b/a**, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:

(a) **The Florida Secretary of State fictitious name registration number:** _____

12. **If a limited liability partnership**, provide proof of registration to operate in Florida:

(a) **The Florida Secretary of State registration number:** _____

13. **If a partnership**, provide name, title and address of all partners and a copy of the partnership agreement.

Name: _____

Title: _____

Address: _____

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City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

14. **If a foreign limited partnership**, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.

(a) The Florida registration number: _____

15. Provide **F.E.I. Number** (if applicable): 16-1554071

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?
() Yes () No

(b) If not, who will bill for your services?

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

(c) How is this information provided?

Applicant maintains in-house Billing Department

that generates all bills.

17. Who will receive the bills for your service?

() Residential Customers

() PATs providers

() Hotels & motels

() Business Customers

() PATs station end-users

() Hotel & motel guests

() Universities () Universities dormitory residents
() Other: (specify) _____

18. Who will serve as liaison to the Commission with regard to the following?

(a) The application:

Name: Theresa Atkins, Esq.

Title: Deputy General Counsel

Address: One Telergy Parkway

City/State/Zip: East Syracuse, New York 13057

Telephone No.: (315) 362-2882 Fax No.: (315) 362-2635

Internet E-Mail Address: tatkings@telergy.net

Internet Website Address: www.telergy.net

(b) Official point of contact for the ongoing operations of the company:

Name: Theresa Atkins, Esq.

Title: Deputy General Counsel

Address: One Telergy Parkway

City/State/Zip: East Syracuse, New York 13057

Telephone No.: (315) 362-2882 Fax No.: (315) 362-2635

Internet E-Mail Address: tatkings@telergy.net

Internet Website Address: www.telergy.net

(c) Complaints/Inquiries from customers:

Name: Christine Borreggine

Title: Director - Customer Care

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Address: 5792 Widewaters Parkway

City/State/Zip: Syracuse, New York 13214

Telephone No.: (877) 835-3749 **Fax No.:** (315) 445-7988

Internet E-Mail Address: cborreggine@telergy.net

Internet Website Address: www.telergy.net

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

Currently operating in New York and Rhode Island

(b) has applications pending to be certificated as an interexchange telecommunications company.

PLEASE SEE ATTACHED EXHIBIT III - CERTIFICATION STATUS

(c) is certificated to operate as an interexchange telecommunications company.

PLEASE SEE ATTACHED EXHIBIT III - CERTIFICATION STATUS

(d) has been denied authority to operate as an interexchange telecommunications company and the circumstances involved.

Applicant has never been denied authority to operate

as an interexchange telecommunications company.

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

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Telergy Network Services, Inc. has not had regulatory
penalties imposed for violations of telecommunications
statutes.

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

Applicant has not been involved in civil court proceedings
with an interexchange carrier, local exchange company or
other telecommunications entity.

20. **Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:**

- (a) **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.**

None of the Applicant's officers, directors or ten largest

stockholders have previously been adjudged bankrupt, mentally
incompetent or found guilty of any felony or crime.

- (b) **an 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.**

KCI Long Distance, Inc. was previously a certificated reseller of
telecommunications services in Florida and is affiliated with Telergy.

Telergy is in the process of assuming KCI's assets and liabilities.

21. **Officers and Directors of Telergy were Officers and Directors of KCI. The applicant will provide the following interexchange carrier services (check all that apply):**

a. _____ **MTS with distance sensitive per minute rates**

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

b. _____ **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

c. **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

d. _____ **MTS for pay telephone service providers**

e. _____ **Block-of-time calling plan (Reach Out Florida, Ring America, etc.).**

f. **800 service (toll free)**

g. _____ **WATS type service (bulk or volume discount)**

- Method of access is via dedicated facilities
- Method of access is via switched facilities

h. **Private line services (Channel Services)
(For ex. 1.544 mbs., DS-3, etc.)**

i. **Travel service**

- Method of access is 950
- Method of access is 800

j. _____ **900 service**

k. **Operator services**

25-24.470

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

I. **Services included are:**

- Station assistance
- Person-to-person assistance
- Directory assistance
- Operator verify and interrupt
- Conference calling

22. Submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

23. Submit the following: In support of its financial qualifications, TNSI submits its Balance Sheet(s) and Income Statement(s) in Exhibit IV. Also included are the consolidated financials of all Telergy Operating Companies issued by Telergy, Inc. together with the unaudited Balance Sheet for the Third Quarter of 1999.

A. Financial capability. The application should contain the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer affirming that the financial statements are true and correct and should include:

1. the balance sheet; SUBMITTED UNDER SEAL
2. income statement; and MARKED CONFIDENTIAL AND PROPRIETARY
3. statement of retained earnings.

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

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Further, the following (which includes supporting documentation) should be provided:

1. **A written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served. PLEASE SEE ATTACHED EXHIBIT IV

2. **A written explanation** that the applicant has sufficient financial capability to maintain the requested service. PLEASE SEE ATTACHED EXHIBIT IV

3. **A written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.

PLEASE SEE ATTACHED EXHIBIT IV

B. Managerial capability; give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

PLEASE SEE ATTACHED EXHIBIT V

C. Technical capability; give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.


PLEASE SEE ATTACHED EXHIBIT V

LA 0170

**** 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:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:

	April 10, 2000
Signature William M. Kelly, Jr.	Date
Executive Vice President	(315) 362-2000
Title	Telephone No.
Address: Telergy Network Services, Inc.	(315) 362-5399
One Telergy Parkway	Fax No.
East Syracuse, New York 13057	

ATTACHMENTS:

- A - CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - CURRENT FLORIDA INTRASTATE NETWORK
- D - AFFIDAVIT

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NOT APPLICABLE

**** APPENDIX A ****

CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT

I, (Name) _____

(Title) _____ of

(Name of Company)

and current holder of Florida Public Service Commission Certificate Number

_____, have reviewed this application and join in the petitioner's request for a:

() transfer

() assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

Signature

Date

Title

Telephone No.

Address:

Fax No.

JAN 10 1970


**** 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 provided in one of the following ways (applicant, please check one):

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

UTILITY OFFICIAL:

	April 10, 2000
Signature William M. Kelly, Jr.	Date
Executive Vice President	(315) 362-2000
Title	Telephone No.
Address: Telergy Network Services, Inc.	(315) 362-5399
	Fax No.
One Telergy Parkway	
East Syracuse, New York 13057	

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**** APPENDIX C ****

CURRENT FLORIDA INTRASTATE SERVICES

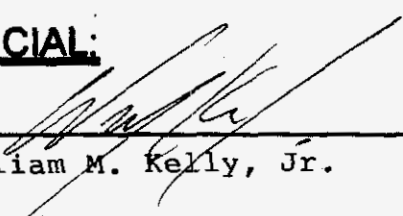
Applicant has () or has not () previously provided intrastate telecommunications in Florida.

If the answer is has, fully describe the following:

a) What services have been provided and when did these services begin?

b) If the services are not currently offered, when were they discontinued?

UTILITY OFFICIAL:

Signature  William M. Kelly, Jr.

Executive Vice President

Title

Address: Telergy Network Services, Inc.

One Telergy Parkway

East Syracuse, New York 13057

April 10, 2000

Date

(315) 362-2000

Telephone No.

(315) 362-5399

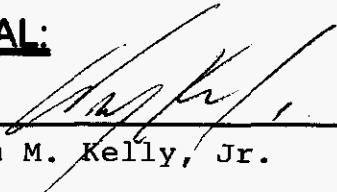
Fax No.

AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange company service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

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:

<u>Signature</u> 	<u>April 10, 2000</u>
William M. Kelly, Jr.	<u>Date</u>
<u>Executive Vice President</u>	<u>(315) 362-2000</u>
<u>Title</u>	<u>Telephone No.</u>
<u>Address: Telergy Network Services, Inc.</u>	<u>(315) 362-5399</u>
<u>One Telergy Parkway</u>	<u>Fax No.</u>
<u>East Syracuse, New York 13057</u>	

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Application of Telergy Network Services, Inc.)
for Authority to Provide)
Interexchange Telecommunications)
Service Within the State of Florida)
_____)

Application No. _____

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

Telergy Network Services, Inc. ("Applicant" or "Telergy") respectfully requests that the Florida Public Service Commission ("Commission") grant a Certificate of Public Convenience and Necessity to provide interexchange telecommunications services in the State of Florida. The Company seeks authority to provide such services as both a reseller and as a facilities-based provider.

In support of its Application, Telergy submits the following:

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Table of Exhibits

Exhibit I	Articles of Incorporation and Amendment
Exhibit II	Certificate of Authority
Exhibit III	Certification Status
Exhibit IV	Financial Statement
Exhibit V	Business Plan
Exhibit VI	Illustrative Tariff

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APPLICATION OF
Telergy Network Services, Inc.

Exhibit I

Telergy's Articles of Incorporation and Amendment

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APPLICATION OF

Telergy Network Services, Inc.

Exhibit II

Telergy's Certificate of Authority to Transact Business

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APPLICATION OF

Telergy Network Services, Inc.

Exhibit III

Certification Status

CERTIFICATE OF INCORPORATION
of
TELERGY COMMUNICATIONS, INC.

Under Section 402 of the Business Corporation Law of the State of New York

The undersigned, being a natural person over eighteen years of age, for the purpose of forming a corporation under Section 402 of the Business Corporation Law, affirms the information set forth in this Certificate under the penalties of perjury:

FIRST: The name of the corporation is:

TELERGY COMMUNICATIONS, INC.

SECOND: The purposes for which this corporation is formed are to engage in any lawful acts or activities for which corporations may be organized under the Business Corporation Law of the State of New York, provided that the corporation is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

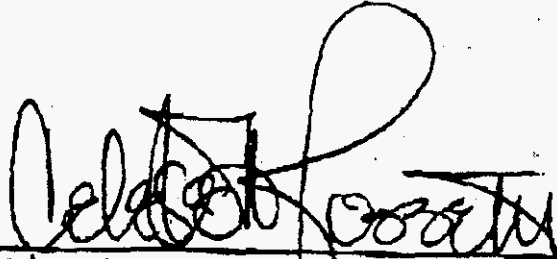
THIRD: The office of the corporation shall be located in Onondaga County, New York.

FOURTH: The aggregate number of shares which the corporation shall have authority to issue is 200 common shares without par value, all of which shall be of one class.

FIFTH: The Secretary of State of the State of New York is designated as the agent of the corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process served against the corporation is One Teleroy Parkway, East Syracuse, New York 13057.

SIXTH: Directors of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages because of their breach of duty as directors unless such liability is based upon a judgment or other final adjudication adverse to the director which establishes (i) that the director's acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law, (ii) that the director personally gained in fact a financial profit or other advantage to which the director was not legally entitled, or (iii) that the director's acts violated Section 719 of the New York Business Corporation Law. If the New York Business Corporation Law is amended to authorize the further elimination or limitation of the liability of directors, the liability of a director of the corporation, in addition to the limitation on personal liability established by this Certificate shall be further limited to the fullest extent permitted by the amended New York Business Corporation Law.

IN WITNESS WHEREOF, I have signed this Certificate of Incorporation on this 26th day of May, 1998, and affirm under the penalties of perjury that the statements contained in this Certificate of Incorporation are true.

A handwritten signature in black ink, appearing to read "Celeste A. Rossetti", written over a horizontal line.

Celeste A. Rossetti, Incorporator
c/o Bond, Schoeneck & King, LLP
111 Washington Avenue
Albany, New York 12210



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

February 1, 2000

TINA LELAND
UNISEARCH INC
101 CAPITOL WAY NORTH, STE 202
OLYMPIA, WA 98501-1077

Qualification documents for TELERGY NETWORK SERVICES, INC. were filed on January 31, 2000 and assigned document number F00000000568. 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/uniform business 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 (850) 487-6091, the Foreign Qualification/Tax Lien Section.

Michael Mays
Document Specialist
Division of Corporations

Letter Number: 500A00004774

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. Telergy Network Services, 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. 16-1554071
(State or country under the law of which it is incorporated) (FEI number, if applicable)
4. May 26, 1998 5. Perpetual
(Date of incorporation) (Duration: Year corp. will cease to exist or "perpetual")
6. Upon qualification
(Date first transacted business in Florida.) (SEE SECTIONS 607.1501, 607.1502 and 817.155, F.S.)
7. One Telergy Parkway
East Syracuse, NY 13057
(Current mailing address)

- 8. All forms of telecommunication services
(Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)

9. Name and street address of Florida registered agent: (P.O. Box or Mail Drop Box NOT acceptable)

Name: NRAI Services, Inc.
Office Address: 526 E. Park Avenue
Tallahassee, Florida, 32301
(Zip code)

FILED
00 JAN 31 AM 11:45
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.

Tina Ieland
Tina Ieland (Registered agent's signature) Asst. Sec. for NRAI Services, Inc.

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: Please see attached Addendum

Address: _____

Vice Chairman: _____

Address: _____

Director: _____

Address: _____

Director: _____

Address: _____

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

President: Please see attached Addendum

Address: _____

Vice President: _____

Address: _____

Secretary: _____

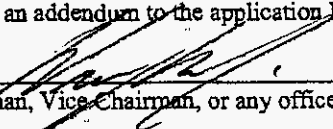
Address: _____

Treasurer: _____

Address: _____

FILED
00 JAN 31 AM 11:45
SECRETARY OF STATE
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. William M. Kelly, Jr., Executive Vice-President
(Typed or printed name and capacity of person signing application)

ADDENDUM
OF
TELERGY NETWORK SERVICES, INC.

CORPORATE OFFICERS:

President	Brian P. Kelly	One Telergy Parkway East Syracuse, NY 13057
Vice President	Kevin J. Kelly	One Telergy Parkway East Syracuse, NY 13057
Secretary	Brian P. Kelly	One Telergy Parkway East Syracuse, NY 13057
Treasurer	Kevin J. Kelly	One Telergy Parkway East Syracuse, NY 13057

DIRECTORS:

Chairperson	Brian P. Kelly	One Telergy Parkway East Syracuse, NY 13057
Director	Kevin J. Kelly	One Telergy Parkway East Syracuse, NY 13057
Director	William M. Kelly, Jr.	One Telergy Parkway East Syracuse, NY 13057

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

00 JAN 31 AM 11:45

FILED

Network

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF

TELERGY COMMUNICATIONS, INC.

Under Section 805 of the Business Corporation Law

The undersigned, President and Secretary of Telergy Communications, Inc. (the "Corporation"), hereby certify:

1. The name of the Corporation is TELERGY COMMUNICATIONS, INC.
2. The Certificate of Incorporation of the Corporation was filed by the Department of State on May 26, 1998.
3. The Certificate of Incorporation is amended at paragraph "FIRST" as authorized by Section 801 of the Business Corporation Law to change the name of the Corporation to "TELERGY NETWORK SERVICES, INC."
4. Paragraph "FIRST" of the Certificate of Incorporation which refers to the corporate name is amended and substituted to read in full as follows:

"FIRST: The name of the corporation is: TELERGY NETWORK SERVICES, INC."
5. The Amendment to the Certificate of Incorporation was authorized by unanimous written consent of the Board of Directors followed by written consent of the sole Shareholder of the Corporation.

IN WITNESS WHEREOF, this certificate has been subscribed on the 5th day of June, 1998, by the undersigned who affirm that the statements made herein are true under the penalties of perjury.

B. M. Kelly
name: President

B. M. Kelly
name: Secretary

Certification Status

Telergy has applications for competitive local and long distance service pending in the following states: Connecticut, Maine, Maryland and Virginia.

Telergy has never been denied authority to offer competitive local exchange and interexchange service.

Telergy Network Services, Inc. has approved Applications in New York (all forms), Massachusetts (all forms), New Hampshire (long distance), Rhode Island (all forms), New Jersey (all forms), Vermont (all forms), District of Columbia (local and facilities-based), Pennsylvania (all forms except CAP), Delaware (all forms) and West Virginia (resale only).

ORIGINAL

APPLICATION OF

Telergy Network Services, Inc.

Exhibit IV

Financial Statement

Telergy Network Services, Inc.

Statement of Financial Capability

Telergy is a privately owned corporation. As such, it is not required to file public financial statements and respectfully requests that any financial information filed with the Commission be granted proprietary and confidential status.

Telergy Network Services, Inc. has sufficient financial capability to provide the requested telecommunications services, the financial capability to maintain these services, and the financial capability to meet its lease and ownership obligations. Telergy has full support and commitment to financial backing from its parent company, Telergy Operating, Inc., in addition to full support from Telergy, Inc., its (Telergy Operating, Inc.'s) parent company.

Filed separately, under seal, with this Application, are the Company's audited financial statements as of December 31, 1998. Also included are the audited, consolidated financial statements of Telergy, Inc. for 1998, together with its 1999 Third Quarter Balance Sheets.

The Company is properly preparing for its venture into the telecommunications business. Telergy is positioned to add significant revenue growth while having a majority of its expenses fixed in nature.

Telergy has marshaled significant financial resources to enable the Company to effectively provide the proposed services through the arrangement of bank loans and lines of credit. These funds may be used for asset acquisition, working capital, and/or corporate expansion. In light of these resources, Telergy will be financially well-qualified to provide interexchange telecommunications service. Thus, Telergy asserts that it has the financial resources necessary to operate as a competitive interexchange service provider in Florida.

ORIGINAL

APPLICATION OF

Telergy Network Services, Inc.

Exhibit V

Business Plan

Telergy Network Services, Inc.

Officers and Directors

The officers and directors of Telergy are listed below. Each has his primary place of business at One Telergy Parkway, East Syracuse, New York 13057.

Brian P. Kelly	President and Director
Kevin J. Kelly	Vice President and Director
Brian P. Kelly	Secretary
Kevin J. Kelly	Treasurer
William M. Kelly, Jr.	Executive Vice President and Director

ORIGINAL

APPLICATION OF

Telergy Network Services, Inc.

Exhibit VI

TNSI Illustrative Tariff

Telergy Network Services, Inc. Tariff

Enclosed is an Illustrative Tariff for informational purposes only. Upon completion of market analysis, and review of wholesale and retail tariffs, a final tariff will be filed with the Commission pursuant to all applicable Florida State Statutes and Commission Rules, Regulations and Orders.

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations and rates applicable to the furnishing of service and facilities for telecommunications services provided by Telergy Network Services, Inc. (hereinafter "Telergy" or "Company"), with principle offices at One Telergy Parkway, East Syracuse, NY 13057. This Tariff applies for service within the state of Florida. This Tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours at the Company's principle place of business.

Date of Issue:

Issued By:

Brian P. Kelly, President of TELERGY NETWORK SERVICES, INC.
One Telergy Parkway, E. Syracuse, NY 13057 (877) 835-3749

Effective Date:

CHECK SHEET

The title page and pages of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised pages, 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. This tariff is for illustrative purposes only. Issue and effective dates are not applicable in this tariff.

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Effective Date:

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Effective Date:

CONCURRING CARRIERS

NONE

CONNECTING CARRIERS

NONE

OTHER PARTICIPATING CARRIERS

NONE

Date of Issue:

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One Telergy Parkway, E. Syracuse, NY 13057 (877) 835-3749

Effective Date:

EXPLANATION OF SYMBOLS

- (D) Delete or Discontinue
- (I) Change resulting in an increase to a Customer's bill
- (M) Moved from another Tariff location
- (N) New
- (R) Change resulting in a reduction to a Customer's bill
- (T) Change in text or regulation, but no change in Rate or Charge

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TARIFF FORMAT SHEETS

A. Page Numbering- Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B. Page Revision Numbers- Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised page 14 cancels the 3rd revised page 14. Because of various suspension periods, deferrals, etc, the FPSC follows their Tariff approval process, the most current age number on file with the Commission is not always the Tariff page in effect. Consult the Check Sheet for the page currently in effect.

C. Paragraph Numbering Sequence- There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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D. Check Sheets- When a Tariff filing is made with the FPSC, an updated check sheet accompanies the Tariff Filing. The check sheet lists the sheets contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., 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 FPSC.

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Effective Date:

SECTION 1-DEFINITIONS

For the purpose of this Tariff, the following definitions will apply:

Access Line

An arrangement which connects the Customer's telephone to a Telergy designated switching center or point of presence.

Alternate Access

Alternate Access is a form of Local Access except that the provider of the Service is an entity other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special Tariff if permitted by applicable governmental rules.

Authorization Code

A numerical sequence which enables a Customer to access the carrier and which is used by the Company to identify the Customer for billing purposes.

Authorized User

A person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Bandwidth

The total frequency band, in hertz, allocated for a channel.

Call

A completed connection between the Calling and Called Stations.

Called Station

The telephone number called.

Calling Station

The telephone number from which a Call originates.

Date of Issue:

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SECTION 1-DEFINITIONS

Channel or Circuit

A dedicated communications path between two or more points having a bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

Commission

Public Service Commission of FLORIDA

Company or Carrier

TELERGY NETWORK SERVICES, INC. ("Telergy").

Contract Services

Individual Case Basis (ICB) determinations involve situations where complex Customer-specific arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general Tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions

Customer

The person, firm, corporation or governmental unit which orders Service -- either for its own use, as a resale carrier or as a non-profit manager of a sharing group -- and which is responsible for the payment of charges and for compliance with Company Tariff regulations. The term Customer also includes an entity that remains presubscribed to the Company Service after its account(s) are removed from the Company's billing system, subsequently continues to use the Company's network, and is billed by a local exchange carrier for such use, or otherwise uses Service for which no other Customer is obligated to compensate Company.

Customer Premises/Customer's Premises

Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale Customers.

Customer Provided/Premise Equipment (CPE)

Telecommunications terminal equipment that is located at the Customer's residence or place of business.

Day

Day Rates apply for any portion of a call occurring Monday through Friday during the period from 8:00 A.M. to but not including 5:00 P.M, unless otherwise provided in the Tariff.

Dedicated Access/Special Access

Dedicated Local Access between the Customer's Premises or serving wire center and the Company's Point-of-Presence for origination or termination of Calls.

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Effective Date:

SECTION 1-DEFINITIONS

DS-0

DS-0 means Digital Signal Level 0 Service and is a 64 Kbps signal.

DS-1

DS-1 means Digital Signal Level 1 Service and is a 1.544 Mbps signal.

Due Date

The Due Date is the date on which payment is due.

Equal Access

A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Evening

Evening Rates apply for any portion of a call occurring Monday through Friday during the period from 5:00 P.M. to but not including 11:00 P.M., unless provided otherwise in this Tariff.

Exemption Certificate

A written Customer designation which certifies that its dedicated facility should be exempted from the monthly Special Access Surcharge because the Service:

- (a) terminates on a device incapable of connecting Telergy's network with the local exchange network; or
- (b) is associated with a Switched Access Service that is subject to Carrier Common Line charges; or
- (c) constitutes a Private Line facility used for Telex Service or radio or television transmissions, or,
- (d) is an open-end termination in a Local Exchange Carrier's switch of an FX line; or
- (e) is a termination that could not make use of a Local Exchange Carrier's common lines.

FCC

Federal Communications Commission.

Holiday

As recognized by the Company: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.

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SECTION 1-DEFINITIONS

Installation or Connection

The connection of a Circuit, Dedicated Access line, or port, or new, changed or additional Service.

Interexchange Service

Interexchange Service means that portion of a communications channel between a Telergy-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

Interruption

A condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Telergy that such Service is inoperative and ending at the time of restoration.

Kbps

Kilobits per second.

LATA (Local Access Transport Area)

A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communication services.

Local Access

Local Access means the Service between a Customer Premises and a Telergy designated Point-of-Presence.

Local Access Provider

Local Access Provider means an entity providing Local Access.

Local Exchange Carrier (LEC)

The local telephone utility that provides local telephone, local exchange and access services.

Mbps

Megabits per second.

Multiplexing

Multiplexing or, "muxing" is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.

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Effective Date:

SECTION 1-DEFINITIONS

NA

Not available.

NECA

National Exchange Carriers Association.

Night

Night Rates apply for an portion of a call occurring Monday through Friday during the period from 5:00 P.M. to but not including 11:00 P.M. unless otherwise provided in the Tariff.

Non-Recurring Charges

Non-recurring Charges are one-time charges.

Point-of-Presence (POP)

A Company-designated location where a facility is maintained for the purpose of providing access to its Service.

Private Line

A dedicated transmission channel furnished to a Customer without intermediate switching arrangements for full-time Customer use.

Private Line Service

A dedicated full-time transmission Service utilizing dedicated access arrangements.

Rate Center

A specified geographical location used for determining mileage measurements.

Requested Service Date

The Requested Service Date is the date requested by the Customer for commencement of Service and agreed to by Telergy.

Restore

To make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

Service

Service means any or all Service(s) provided pursuant to this Tariff.

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SECTION 1-DEFINITIONS**Service Commitment Period**

The term elected by the Customer and stated on the Service order during which Telergy will provide the Services subscribed to by the Customer.

Special Promotional Offerings

Special trial offerings, discounts, or modifications of its regular Service Offerings, which the Company may, from time to time, offer to its Customers for a particular Service. Such offerings may be limited to certain dates, times, and locations.

Start of Service Date

The Requested Service Date or the date Service first is made available by Telergy, if different.

Switched Access Origination/Termination

Where access between the Customer and the interexchange carrier is provided on local Exchange Company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Tariff

The current Long Distance Intrastate Services Tariff and effective revisions thereto filed by Telergy with the Commission.

Travel Card

A card issued by the Company which enables a Telergy Customer to access the Telergy network from any touch tone phone by dialing Telergy's access number. Services charged to the Telergy Travel Card will be billed to the Customer's established Telergy account.

Travel Card Call

A service whereby the Customer or Authorized User dials all the digits necessary to route and bill a call placed from a location other than his/her residence or normal place of business. Service is accessed via a "1-800" (toll-free) or other access code dialing sequence.

Twelve O'clock

In designating time, 12:00 a.m. refers to 12:00 Midnight and 12:00 p.m. refers to 12:00 Noon.

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Effective Date:

SECTION 1-DEFINITIONS

United States

The forty-eight states contained within the mainland United States, the District of Columbia, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.

VF

VF is voice frequency or voice-grade Service designed for private-line Service. Normal transmission is in the 300 hertz to 3000 hertz frequency band.

Weekend

Weekend rates apply for any portion of a call occurring during the period from 11:00 P.M. to but not including 8:00 A.M. Sunday through Friday, all Saturday, and Sunday to but not including 5:00 P.M., unless otherwise provided in this Tariff.

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One Telergy Parkway, E. Syracuse, NY 13057 (877) 835-3749

Effective Date:

SECTION 2-RULES AND REGULATIONS**2.1. Undertaking of Telergy**

Telergy's services and facilities are furnished for communications originating within the United States under terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week. Telergy arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. Telergy 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 Telergy network.

2.2. Use of Service

Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

- A. The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. **THE COMPANY SHALL HAVE NO LIABILITY TO ANY PERSON OR ENTITY OTHER THAN THE CUSTOMER AND ONLY AS SET FORTH IN THIS TARIFF.** The Customer shall not use nor permit others to use the Service in a manner that could interfere with or degrade Services provided to others or that could harm the facilities or network of the Company or others.
- B. Service furnished by the Company may be arranged for joint use or authorized use. The joint user or authorized user shall be permitted to use such Service in the same manner as the Customer, but subject to the following:
 - 1. One joint user or authorized user must be designated as the Customer.
 - 2. All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or authorized user which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or authorized user shall be liable to the Company for all charges incurred as a result of its use of the Company's Service.

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SECTION 2-RULES AND REGULATIONS**2.2. Use of Service (cont'd)**

- C. In addition to the other provisions in this Tariff, Customers reselling Company Services shall be responsible for all interaction and interface with their own subscribers or Customers. The provision of the Service will not create a partnership or joint venture between Telergy and Customer nor result in a joint communications Service offering to the Customers of either Telergy or the Customer.
- D. Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.
- E. The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges.
- F. Any Customer who obtains Service from the Company for the Customer's provision of a regulated or unregulated service to a Customer's customer, shall acquire sufficient facilities to support the Customer's service offering without exploiting the Company's Services or Facilities and without degrading the Company's Service or impairing the integrity of the Company's Network and Facilities.

2.3. Description and Limitations of Services

- A. Services provided pursuant to this Tariff may be utilized only for the transmission of communications by Customers consistent with the terms of this Tariff, the rules and regulations of the Commission, and the requirements of the Communications Act of 1934, as amended.
- B. The Company may require a Customer to sign an application form and to establish credit worthiness as a condition precedent to the initial establishment of Service. The Application shall state the date on which Service shall begin and type of service, the type of facilities required, and any special arrangements related thereto.
- C. Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that Telergy reserves the right to deny Service: (A) to any Customer that, in Telergy's reasonable opinion, presents an undue risk of nonpayment and refuses to comply with the deposit requirements set forth in Section 2.10.3, (B) in circumstances in which Telergy has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or (C) if insufficient

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SECTION 2-RULES AND REGULATIONS**2.3 Description and Limitations of Services (Cont'd)**

facilities are available to provide the Service (in such cases Telergy shall take reasonable efforts to accommodate the needs of all potential Customers by means of facility improvements or purchases of capacity, if such efforts will, in Telergy's opinion, provide Telergy with a reasonable return on its expenditures), but only for so long as such unavailability exists.

- D. Telergy, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for service requirements, such as special routing, Diversity, Alternate Access, or Circuit Conditioning.
- E. Service is offered in Equal Access exchanges subject to the availability of facilities and the provisions of this Tariff. Telergy reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- F. Service may be discontinued upon written notice to the Customer if:
 - 1. The Customer is using the Service in violation of this Tariff; or
 - 2. The Customer is using the Service in violation of the law or federal, state or local regulation, rules, orders or policy.
- G. Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.
- H. Service will be provided until canceled by the Customer. The Customer may cancel service at any time upon notice to the company, consistent with the Commission's Rules and Regulations and the terms of the tariff and/or any applicable contract.
- I. Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code or 800 or other number issued by the Company to its Customers.
- J. The Company reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond the Company's control include, but are not limited to, a Customer's having Call volume or a calling pattern that, in the Company's opinion, is likely to be detrimental to the network or the Company's provision of Service or that results, or may result, in network blockage or other Service degradation which may adversely affect Service to the calling party, the Customer, or other Customers of the Company.

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Brian P. Kelly, President of TELERGY NETWORK SERVICES, INC.
One Telergy Parkway, E. Syracuse, NY 13057 (877) 835-3749

Effective Date:

SECTION 2-RULES AND REGULATIONS**2.3. Description and Limitations of Services (cont'd)**

- K. Service may be discontinued by the Company, without notice to the Customer, by blocking traffic to or from certain cities, or NXX exchanges, or by blocking Calls using certain Customer authorization codes such as Calling Card codes, when the Company deems it necessary to take such action to prevent unlawful use of its Service, to prevent Service degradation to other Customers of the Company, and to ensure the integrity and reliability of the network. The Company will restore Service as soon as it can be provided without undue risk.
- L. Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive Service or the company, notices may be given orally or in writing to the persons whose names and business addresses appear on the executed Service order by personal service or regular mail. By written notice, Telergy or the Customer may change the party to receive notice and/or the address to which such notice is to be delivered. In the event no Customer or Telergy address is provided in the executed Service order, notice shall be given to the last known business address of the Customer or Telergy, as appropriate.
- M. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.
- N. The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by Telergy in its reasonable judgment.

2.4. Other Terms and Conditions

- A. The name(s) of the Customer(s) desiring to use the Service must be stipulated in the application for Service.
- B. The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.4.3 below.
- C. Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

Date of Issue:

Issued By:

Brian P. Kelly, President of TELERGY NETWORK SERVICES, INC.
One Telergy Parkway, E. Syracuse, NY 13057 (877) 835-3749

Effective Date:

SECTION 2-RULES AND REGULATIONS**2.4. Other Terms and Conditions (cont'd)**

- D. A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- E. In the event suit is brought or an attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith. In any such proceeding, the amount of collection costs, including attorneys' fees, due the carrier will be determined by the Court.
- F. The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.
- G. The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, a Recurring Charge or Non-recurring charge for intrastate Service, only one such charge shall apply per account and that charge shall be the intrastate charge. In the event that Service was provided for less than a month, monthly recurring charges will be pro-rated.
- H. Service requested by Customer and to be provided pursuant to this Tariff shall be requested on Telergy Service Order forms in effect from time to time (collectively referred to as "Service Orders").
- I. If an entity other than the Company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a Service provided to the Customer, that entity's charges will be passed through to the Customer.
- J. The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended unless a written notice of termination by either Telergy or Customer is sent to the other party. The charges for Interexchange Service during any such extension shall not exceed the then current Telergy month-to-month charges applicable to such Service.

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SECTION 2-RULES AND REGULATIONS**2.5. Liability**

- A. Except as provided otherwise in this Tariff, the Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, preemption of existing Services to restore service in compliance with the Commission's Rules and Regulations, or circumstances described in this Section 2.
- B. With respect to the Services contained herein and except as otherwise provided herein, the Company's liability shall not exceed an amount equal to the charge applicable to a one minute Call to the Called Station at the time the affected Call was made. If the initial minute rate is higher than the additional minute rate, the higher rate shall apply. For those Services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which Service was affected.
- C. The Company is not liable for any act or omission of any other company or companies, including any Company affiliate that is a participating or concurring carrier, furnishing a portion of the Service or facilities, equipment, or Services associated with such Service.
- D. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall comply with applicable LEC signal power limitations.
- E. The Company may rely on Local Exchange Carriers or other third parties for the performance of other Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder shall not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.
- F. The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all times in full force and effect until modified in writing.

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SECTION 2-RULES AND REGULATIONS

2.5. Liability (cont'd)

- G. The Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in Service (collectively "Defects"). Defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its Customers, affiliates, agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR BUSINESS INTERRUPTION, FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. NOTWITHSTANDING ANY OTHER PROVISION IN THIS TARIFF THE COMPANY'S TOTAL LIABILITY, IF ANY, WITH REGARD TO THE DELAYED INSTALLATION OF THE COMPANY'S FACILITIES OR COMMENCEMENT OF SERVICE SHALL NOT EXCEED \$1,000. THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE OR ANY DEFECT IN THE SERVICE WHATSOEVER, NEITHER TELERGY NOR ANY AFFILIATED OR UNAFFILIATED THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.

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SECTION 2-RULES AND REGULATIONS**2.5. Liability (cont'd)**

- H. In the event of routing of Calls by Telergy to public safety answering points or municipal Emergency Service providers, Telergy's total 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 Telergy's action, or failure to act, in routing the Call, or (b) the sum of \$1,000.00
- I. In the event parties other-than Customer (e.g., Customer's Customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Telergy and any affiliated or unaffiliated third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects.
- J. In the event that Telergy is required to perform a Circuit redesign due to inaccurate information provided by the Customer; or, circumstances in which such costs and expenses are caused by the Customer or reasonably incurred by Telergy for the benefit of the Customer, the Customer is responsible for the payment of all such charges.
- K. Telergy is not liable for any defacement of, or damage to, the premises of a Customer resulting from the furnishing of services or the attachment of instruments, apparatus, and assorted wiring furnished by Telergy on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of Telergy's negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of Telergy without authorization.
- L. The Customer shall indemnify, defend and hold harmless the Company, including the costs of reasonable attorney's fees, against:
1. Claims for libel, slander, infringement of 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 Company's facilities or equipment;
 2. Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
 3. All other claims, including, without limitation, claims for damage to any business or property, or injury to, or death of, any person, arising out of any act or omission of the Customer, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company.

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SECTION 2-RULES AND REGULATIONS**2.6. Cancellation of Service by a Customer**

- A. The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later.
- B. If a Customer cancels a Service order before the Service begins, before completion of the minimum period, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by Installation and monthly charges. If, based on a Service order by a Customer, any construction has either begun or been completed, but no Services provided, the nonrecoverable costs of such construction shall be borne by the Customer. If a Customer has entered into a Term Contract with the Company, i.e. a contract for 1, 2 or 3 years or some other specified term, and cancels service before the expiration of the Term, the Customer shall be assessed a termination charge unless a new contract is entered into by the Customer and Telergy. Unless otherwise provided in this Tariff, the termination charge shall be equal to 50% of the average monthly billings for the prior six (6) months multiplied by the number of months remaining on the Term.

2.7. Cancellation for Cause by the Company

- A. Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon written notification to the Customer, without incurring any liability, discontinue the furnishing of such Service. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.
- B. Without incurring any liability, the Company may discontinue the furnishing of Service(s) to a Customer immediately and without notice if consistent with Commission rules and regulations the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services under the following circumstances:
 - 1. If the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications Services or its planned use of Service(s);
 - 2. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Customer communications Services, or its planned use of the Company Service(s);

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SECTION 2-RULES AND REGULATIONS**2.7 Cancellation for Cause by the Company (cont'd)**

3. If the Customer states that it will not comply with a request of the Company for reasonable security for the payment for Service(s);
4. If the Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's communications Services to which the Customer either subscribes or had subscribed or used;
5. Immediately upon written notice to the Customer of any sum thirty (30) days past due;
6. For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.
7. For Lack of Use: The Company, by written notice to the Customer, may discontinue service in the same manner as provided for nonpayment of overdue charges if after sixty (60) days the service has not been used.
8. For any violation of law or of any of the provisions governing the furnishing of service under this Tariff: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.
9. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.
10. For unauthorized or unlawful use of Travel Service numbers and Authorization Codes: Travel Service numbers and Authorization Codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or codes shall result in the immediate termination of service without notice.

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SECTION 2-RULES AND REGULATIONS**2.7 Cancellation for Cause by the Company (cont'd)**

- C. The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.
- D. The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- E. In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) or any kind whatsoever regardless of the cause or foreseeability thereof.
- F. When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- G. If Telergy is prohibited by governmental authority from furnishing any Service or portion thereof, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appealed, the Commission, or other local, state or federal government authority, upon thirty (30) days' prior written notice, Telergy shall have the right, without liability, to cancel the affected portion of the Service.
- H. If service has been discontinued for nonpayment or as otherwise provided herein the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. A Service Order Charge may apply.

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SECTION 2-RULES AND REGULATIONS**2.8 Minimum Period**

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or mutually agreed to by contract. When a service is discontinued prior to the expiration to the minimum period, charges are applicable, whether the service is used or not.

2.9 Assignment or Transfer

All service provided under this tariff is directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is not interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

2.10 Payment Arrangements

- A. The Customer is responsible for payment of all charges for Services furnished to the Customer or its joint or authorized users. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public.
- B. The Company's bills are due upon receipt. Amounts not paid within 30 days from the date of the invoice will be considered past due. Customers will be assessed a late fee on past due amounts in the amount of the lesser of one and one-half percent (1 1/2%) per month or the maximum lawful rate under applicable state law. If a Customer presents an undue risk of nonpayment at any time, the Company may require a deposit or other conditions for continued service. Customers will be charged a fee of \$25 for checks returned from the bank unpaid.
- C. Disputes with respect to charges must be presented to the Company in writing within thirty days from the date the invoice is rendered or such invoice will be deemed to be correct and binding on the Customer. If a bank returns a check that a Customer has submitted for payment of charges, the Customer will be charged a fee of \$25.00 returned check charge.
- D. If a LEC charges the company a Special Access surcharge, the Company will bill the Customer the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.

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SECTION 2-RULES AND REGULATIONS**2.10 Payment Arrangements (cont'd)**

- E. Unless prohibited by law, in determining whether a Customer presents an undue risk of nonpayment, the Company may consider the following factors: (1) the Customer's payment history (if any) with the Company and its affiliates, (2) Customer's ability to demonstrate adequate ability to pay for the Service, (3) credit and related information provided by Customer, lawfully obtained from third parties or publicly available, and (4) information relating to Customer's management, owners and affiliates (if any). Customers who present such an undue risk may be required at any time to provide the Company a security deposit, in cash or the equivalent of cash, up to an amount equal to the applicable Installation charges, if any, and/or up to two months' actual or estimated usage charges for the Service to be provided. Such applicants or Customers may also be required, at anytime, whether before or after the commencement of Service, to provide such other assurances of, or security for, the payment of the Company's charges for its Services as the Company may deem necessary, including, without limitation, advance payments for Service, third party guarantees of payment, pledges or other grants of security interests in the Customers' assets, and similar arrangements. The required deposit or other security may be increased or decreased by the Company, as it deems appropriate in the light of changing conditions. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. In case of a cash deposit, simple interest at the rate of 4% per annum shall be credited or paid to the Customer while the deposit is held by the Company. At the Company's option, such deposit may be refunded to the Customer's account at any time.
- F. In the event the Company incurs fees or expenses, including attorneys' fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.11. Tax Adjustments

- A. All stated charges in this Tariff are computed by the Company exclusive of any federal, state, or local use, excise, gross receipts, sales or privilege taxes, duties, fees, or similar liabilities (other than general income or property taxes) whether charged to or against the Company or its Customer. Such taxes, fees, etc. shall be paid by the Customer in addition to the charges stated in this Tariff. All such taxes, duties, and fees shall each be shown as a separate line item on the Customer's monthly invoice.
- B. A surcharge is imposed on all charges for Service originating at addresses in states, which levy a gross receipt tax on Telergy's operations. This surcharge is composed of a factor of the gross receipts tax and taxes imposed directly or indirectly upon Telergy as measured by the gross receipts payments or revenues of intrastate access charge will be shown as a separate line item on the Customer's monthly invoice.

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SECTION 2-RULES AND REGULATIONS

2.12. Calculation of Distance

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

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

Airline mileage, where mileage is the basis for rating calls, is obtained by using the "V" and "H" coordinates assigned to each rate center and contained in AT&T Tariff FCC No. 10 and NECA Tariff FCC No. 4 or successor tariffs.* To determine the airline distance between any two locations, proceed as follows:

- A. Obtain the "V" and "H" coordinates for each location. The "V" coordinate is the first four digits in the "VH" column. The "H" coordinate is the next four digits.
- B. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
- C. Square each difference obtained in step b., above.
- D. Add the square of the "V" difference and the "H" difference obtained in step c., above.
- E. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.
- F. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

Formula:

$$\sqrt{\frac{(V_1V_2)^2+(H_1H_2)^2}{10}}$$

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SECTION 2-RULES AND REGULATIONS**2.13. Recognized National Holidays**

The following are Company Recognized National Holidays determined at the location of the calling station.

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

2.14. Special Customer Arrangements

In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special Services not offered under this Tariff, the Company, at its option, may provide the requested Services. Appropriate recurring charges and/or Non-recurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

2.15. Inspection

The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the Installation, operation or maintenance of Customer or Company equipment. The Company may interrupt the Service at any time, without penalty to the Company, because of departure from any of these requirements.

2.16. Testing and Adjustment

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

2.17. Interconnection with Other Carriers

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

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SECTION 2-RULES AND REGULATIONS**2.17. Interconnection with Other Carriers (cont'd)**

- B. Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs or under contract.

2.18. Customer Provided Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a CSU, Multiplexer, PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like incurred in the use of Telergy's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

2.19. Restoration of Service

The use and restoration of Service in emergencies shall be in accordance with the Federal Communications Commission's Rules and Regulations to the extent it is applicable, which specifies the priority system for such activities.

2.20. Flexible Pricing

Unless otherwise prohibited by Law, Flexible Pricing sets minimum and maximum rates that can be charged for telephone service. The company may change a specific rate within the range of the established minimum and maximum rates on one day's notice to Customers and the Public Utility Commission of FLORIDA.

Conditions:

- A. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Commission.
- B. Individual written notice to Customers of rate changes shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.
- C. A rate shall not be changed unless it has been in effect for at least thirty (30) days.
- D. A Customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The Customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the Customer notifies the Company of its desire to disconnect service within 20 days of receiving notification of the price increase.

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SECTION 2-RULES AND REGULATIONS

2.21. Deposits

Consistent with law and the Commission's rules and regulation, the Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may in certain circumstances, be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall not exceed two month's estimated usage, may vary with the Customer's credit history and projected usage, and be collected and maintained in accordance with the Commission rules. The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

2.22. Advance Payments

For Customers whom the Company determines an advance payment is necessary, Telergy reserves the right to collect an amount not to exceed two (2) months estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

2.23. Credit Allowances for Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's inspection or testing, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff.

It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by the Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer.

For the purposes of credit computation every month shall be considered to have 30 days. The Customer shall be credited for an interruption of one day (24 hours) or more at the rate of 1/30th of the monthly charge for the services affected for each day that the interruption continues.

Credit Formula:

$$\text{Credit} = A/30 \times B$$

A= outage time in days

B= total monthly charge for affected service

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SECTION 3- SERVICE DESCRIPTIONS AND RATES**3.1. General**

Telergy offers Switched and Dedicated Services including direct dialed (1+) services, 800 Services, Foreign Exchange Services, and Data Services. Telergy also offers special programs including a Travel Card Service, Pre-paid Calling Cards, a College 800 Service Program, Term and Volume Discount Programs, and a Discount Program for Schools and Health Care Providers. All the Services are for use with communications originating and terminating within the United States under the terms of this Tariff.

Direct Dial Service is offered from originating locations within the mainland United States, Alaska, Hawaii, Puerto Rico and the U.S Virgin Islands.

In-Bound Toll-Free Service is available to Customers served from locations within the mainland United States. Originating locations for calls placed to the Company's toll-free number services must be within the mainland United States, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.

Customers are billed based on their use of Telergy's network and/or services. Charges may vary by service offering, mileage band, class of call, and/or call duration.

Telergy will offer service in all exchanges in within the state of Florida.

3.2. Timing of Calls

- A. Long distance usage charges are based on the actual usage of Telergy's network. Timing for all calls begin when the called party answers the call (i.e. when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. For billing purposes, chargeable time for all calls ends when one of the parties disconnects from the call. There are no billing charges applied for incomplete calls, which include "ring busy" and "ring no answer calls," and such incomplete calls will not be knowingly charged to the Customer and, if charged in error, will be refundable to the Customer. Telergy will determine that a call has been established by a signal from the Local Telephone Company.
- B. Unless, otherwise stated in this Tariff, duration of calls are expressed in 6-second increments and billed in 6-second increments. All Calls are rounded to the next highest 6-second period. Except for calling cards, no minimum period of time is required.
- C. When answer supervision is unavailable and Telergy has received a reasonable claim from the end user for a refund of Telergy's charges for an uncompleted call, Telergy will reimburse the end user for the charges that Telergy has billed for that call.

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SECTION 3- SERVICE DESCRIPTIONS AND RATES

3.3. Switched and Dedicated Voice Services

A. Outbound Long Distance Service

Telergy's Outbound Long Distance Service is a "1+" Direct Dial Service available for Customer use, 24 hours a day, seven days a week. Service is accessed through standard business or residential switched or dedicated access lines. The Customer is responsible for obtaining suitable access from the Customer's local exchange carrier. All costs incurred in the installation and use of local access lines is the responsibility of the Customer. A number of service plans are available to the Customer. Rates, billing increments, volume discounts and qualifications, if applicable, vary by plan and are provided in the following sections.

1. Switched Outbound Service

- (a). Switched outbound services permits outward calling utilizing premium switched Feature Group D access on both the originating and terminating end.
- (b). The following is a list of Telergy Interstate Switched Outbound Usage Plans. All plans are billed in six (6) second increments with no minimum length of call. These rates remain constant regardless of time of day, mileage, holidays or any other factor, excluding usage. Rates range between a minimum of \$0.06 and a maximum of \$0.15 per minute.

	Rate per Minute	
	IntraLata	InterLata
Residential Customer Plan	\$0.085	\$0.099
Business Customer Plan	\$0.065	\$0.089

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SECTION 3- SERVICE DESCRIPTIONS AND RATES

3.3. Switched and Dedicated Voice Services (cont'd)

A. Outbound Long Distance Service (cont'd)

2. Dedicated Outbound Service

- (a). Dedicated Outbound Service permits outward calling to stations in diverse service areas. Dedicated Outbound Service is distinguished from other services by the existence of a dedicated, special access connection on one end. Dedicated Outbound Service is available to Business Customers only and requires a minimum one-year commitment.
- (b). The following is a list of Interstate Dedicated Outbound Usage Plans. All plans are billed in six (6) second increments with no minimum length of call. These rates remain constant regardless of time of day, mileage, holidays or any other factor, excluding usage. Rates range between a minimum of \$0.04 and a maximum of \$0.12 per minute.

	Rate per Minute	
	IntraLata	InterLata
Business Customer Plan	\$0.055	\$0.055

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SECTION 3- SERVICE DESCRIPTIONS AND RATES

3.3. Switched and Dedicated Voice Services (cont'd)

B. Inbound Long Distance ("800") Service

1. **Basic Inbound Long Distance Service** permits inward calling (via 800 codes) to a specific location on either a switched or dedicated basis. Switched Inbound Service utilizes premium switched, Feature Group D access on both ends. Dedicated Inbound Service permits inward calling (via 800 codes) to a specific location featuring the use of a dedicated, special access type connection on the terminating end. Dedicated Inbound Service is available to Business Customers only and requires a minimum one-year commitment.
2. **Enhanced "800" Service** is a supplement to Basic Inbound Long Distance Service and offers a variety of calling options. Customers who subscribe to Enhanced "800 Service" may be subject to a non-recurring set-up charge and incur, recurring monthly charges in addition to the regular Basic Inbound Long Distance usage charges set forth below.

	Maximum	Minimum	Actual Rate
Nonrecurring Setup Charge	\$100.00	\$0.00	\$50.00
Monthly Recurring Charge	\$50.00	\$0.00	\$31.25

The following is a brief description of the Enhanced "800 Service" options available:

Message Referral: Provides customers who disconnect an existing Toll Free service with a recording that informs callers that the Toll Free number has been disconnected and/or refers them to a new number.

Call Area Selection: Allows the customer to specify where Toll Free calls can be received from. Permissive Selection of one or more originating areas can be made at the domestic state, NPA, LATA, or NXX level. Call Blockage may be designated to any subset of the Permissive Selection at the State, LATA, NPA, or NXX level.

Call Distributor: Allows a customer to spread their incoming traffic evenly over their dedicated access lines in a trunk group. Customers can specify either ascending, descending, most idle, or least idle.

Route Completion: Allows a Toll Free dedicated access line customer to control potential congestion of calls by sending the overflow to a pre-defined alternate routing group (dedicated access, WATs access lines, or switched access lines). Route Completion will route traffic from dedicated access lines to dedicated access lines or dedicated access lines to switched access lines. Once the traffic is routed to a switched access line, the call is terminated regardless of busy signal. This feature does not include functionality to re-route from switched access lines. The final route choice in the plan must be switched termination. Additionally, all trunk groups within a specified overflow route must terminate within the same WorldCom Switch.

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SECTION 3- SERVICE DESCRIPTIONS AND RATES

3.3 Switched and Dedicated Voice Services (cont'd)

B. Inbound Long Distance ("800") Service (cont'd)

Geographic Routing: Allows Toll Free customers to define two or more originating routing groups and to arrange the calls from a single Toll Free number placed to different routing groups at different locations.

TOD (Time of Day Routing): Allows the customer to arrange for calls to a single Toll Free number to be routed to different locations based on the time of day.

DOW (Day of Week Routing): Allows customers to arrange for calls to a single Toll Free number to be routed to different locations based on the day of the week.

DOY (Day of Year): Allows customers to arrange for calls to a single Toll Free number to be routed to different locations based on a customer specified holiday.

% ALL (Percent Allocation): Allows the Toll Free customer to route calls for each originating routing group to two or more terminating locations based upon a customer specified percentage basis.

Identification Services (No Charge):

Dialed Number Identification Service (DNIS): Permits a customer with multiple Toll Free numbers terminating on the same location to identify the specific Toll Free number that was dialed.

Real-Time ANI: Allows a customer to receive the telephone number of the calling party as a component of the call setup.

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SECTION 3- SERVICE DESCRIPTIONS AND RATES

3.3 Switched and Dedicated Voice Services (Cont'd)

B. Inbound Long Distance ("800") Service (cont'd)

3. Switched Inbound Usage Rates

The following is a list of Telergy Intrastate Switched Inbound Usage Plans. All plans are billed in six (6) second increments with no minimum length of call. These rates remain constant regardless of time of day, mileage, holidays or any other factor, excluding usage. Rates range between a minimum of \$0.06 and a maximum of \$0.15 per minute.

	Rate per Minute	
	IntraLata	InterLata
Residential Customer Plan	\$0.085	\$0.119
Business Customer Plan	\$0.079	\$0.089

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SECTION 3- SERVICE DESCRIPTIONS AND RATES

3.3 Switched and Dedicated Voice Services (Cont'd)

B. Inbound Long Distance ("800") Service (cont'd)

4. Dedicated Inbound Usage Rates

The following is a list of Intrastate Dedicated Usage Plans. All plans are billed in six (6) second increments with no minimum length of call. These rates remain constant regardless of time of day, mileage, holidays or any other factor, excluding usage. Rates range between a minimum of \$0.04 and a maximum of \$0.10 per minute.

	Rate per Minute	
	IntraLata	InterLata
Business Customer Plan	\$0.055	\$0.055

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SECTION 3- SERVICE DESCRIPTIONS AND RATES

3.4. FOREIGN EXCHANGE SERVICE

Foreign Exchange Service enables a Customer to obtain Local Exchange Service in a central office other than the central office which normally serves the Customer's location.

A. Terms and Conditions

1. The subscriber to exchange service furnished from a foreign central office is required to subscribe to exchange service in the normal central office when the foreign central office is neither adjacent to the normal central office nor within the primary calling area of the normal central office.
2. Message rate foreign exchange line terminating in a station may be classified as an auxiliary line when the subscriber is furnished a message rate individual line or PBX trunk on the same premises from the same central office or from a central office with the same primary calling area.
3. A foreign exchange line classified as an Individual line or PBX trunk may be listed in the alphabetical directory that covers the area in which the subscriber is located or in the alphabetical directory that covers the area in which the serving central office is located. The free listing privileges for a foreign exchange line classified as an individual line or trunk are the same as for any other individual line or trunk.
4. Foreign Exchange will be offered on an ICB basis.

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3.5. Digital Data Service

Telergy's Digital Data Service is a private line service, which provides for simultaneous two-way transmission of digital signals at synchronous speeds of 2.4, 4.8, 9.6, 19.2 and 56 Kbps between two or more points within a LATA. All circuits will be routed through a central office that contains a digital cross connect system.

A. Definitions

Bit - The term "bit" denotes the smallest unit of information in the binary system of notation.

Channel Service Unit/Data Service Unit - Channel Service and Data Service Units provide the interface to a Customer terminal. They provide functions such as signal translation, data regeneration, control signaling, reformatting and timing. This interface is used with 4-wire local distribution channel for speeds up to 56 Kbps.

Primary Channel - This term refers to a Telergy Digital Data Service Channel to the customer premises.

Secondary Channel - This term refers to an independent low speed derived companion channel operating with the primary channel for a Telergy Digital Data Service channel to the Customer premises.

Channel Termination - A Channel Termination is a 4-wire transmission path between the Customer premises and the Customer's serving wire center where Telergy's Digital Data Service exists.

Interoffice Channel - An Interoffice Channel is a 4-wire transmission path between the serving wire centers where Telergy's Digital Data Service capability is available.

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SECTION 3- SERVICE DESCRIPTIONS AND RATES

3.5. Digital Data Service (cont'd)

B. Regulations

1. Telergy's Digital Data Service (DDS) is available where facilities permit.
2. Channel terminations must have technically compatible Customer provided equipment at both ends.
3. Mileage measurements for Telergy's DDS are based on the airline distance using longitude and latitude coordinates between the serving wire center.
4. When two subscriber's locations are served by separate serving central offices on a 2-point service, appropriate interoffice channel rates apply between the two serving offices. Non-recurring installation fees and charges may apply.
5. A maximum of 20 legs on one multi-point circuit and must be bridged in the same DCS location. All legs of a multi-point circuit must be the same transmission speed.

C. Charges

In addition to regular Nonrecurring Charges, a Channel Termination installation charge also applies, plus monthly Channel Termination, Channel Mileage, as well as InterOffice Channel and Bridging Charges, where applicable. There is an additional charge to change a speed of an existing connection. Digital Data Services will be offered on an ICB basis

D. Multi term Discounts

Multi-term Discount Plans are available for a commitment period of 3, 5, 7 or 10 years. The length of the period is selected by the Customer and a termination liability applies if service is terminated during the selected commitment period. The discount plans apply only to the monthly rate for channel termination and interoffice channels. Nonrecurring charges and optional feature monthly rates are not included in the Multi-term Discount.

A Multi-term Discount Plan provides that the applicable monthly rates, as set forth herein, are reduced by a fixed percentage. The amount of the discount percentage differs based on the length of the selected commitment as follows:

<u>Commitment</u>	<u>Discount %</u>
36 months	10%
60 months	20%
84 months	22%
120 months	26%

The discount percentage is applied to the currently effective channel termination and interoffice channel monthly rates. Such rates may hang during the commitment period, thereby, causing an increase or decrease in the rates applicable to the Customer.

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SECTION 3- SERVICE DESCRIPTIONS AND RATES

3.5. Digital Data Service (cont'd)

E. Termination Liability

If the service is disconnected in whole or in part prior to the end of the selected commitment period, the Customer is liable for a termination liability charge unless a new commitment period and contract is entered into by the Customer as provided in this Tariff. Termination liability charges apply to each service disconnected or, in the case of cancellation of a Multi-term Discount Plan, to each service which has been included in the cancelled Multi-term Discount Plan.

Termination liability charge is:

50% of the Applicable Monthly Rates for the selected commitment period

Termination Charge =
Multi-Term Discount Plan Monthly Rate x Number of Months Remaining
x 50% of the Multi-Term Plan

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SECTION 3- SERVICE DESCRIPTIONS AND RATES**3.6. Private Line Service**

Telergy's Private Line Service provides a scaleable range of capacity offerings between two Telergy POPs. Telergy will offer Asynchronous Double per BH capacity consisting of DS1 (1.544 mb/s) and DS3 (44.736 mb/s) service as well as a full complement of SONET Synchronous Services from OC-1 (51.84 mb/s) to OC-192 (9.95 gb/s).

Telergy's Private Line Service will be priced at ICB rates based on a combination of distance, number of terminations, term, quality, and percent on-net.

3.7. Voice Grade Voice and Data Services

Telergy's Voice Grade Voice and Data Services is a Private Line Service that provides point to point services for both analog data and voice applications like Off Premises Extension and Ringdown Services. Telergy's Voice Grade Voice and Data Service allows for a 4-wire, full duplex, digital end-to-end and is used to transmit voice, data and video.

Application functions are transmission packages, connected to voice and data grade circuits, which provide the proper facility design parameters for these types of circuits. Single grade circuits do not require feature functions.

A. Circuit Types

1. 4 Wire-With No Voice Applications
2. 4 Wire-with Data Applications
3. 4 Wire-With Voice Applications
4. 2 Wire-with No Applications
5. 2 Wire-with Data Applications
6. 2 Wire-With Voice Applications

B. Charges

In addition to regular Nonrecurring Charges, a Channel Termination installation charge also applies, plus monthly Channel Termination, Channel Mileage, as well as InterOffice Channel and Bridging Charges, where applicable. There is an additional charge to change a speed of an existing connection. Voice Grade Voice and Data Services will be offered on an ICB basis.

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SECTION 3- SERVICE DESCRIPTIONS AND RATES

3.7 Voice Grade Voice (cont'd)

C. Multi term Discounts

Multi-term Discount Plans are available for a commitment period of 3, 5, 7 or 10 years. The length of the period is selected by the Customer and a termination liability applies if service is terminated during the selected commitment period. The discount plans apply only to the monthly rate for channel termination and interoffice channels. Nonrecurring charges and optional feature monthly rates are not included in the Multi-term Discount.

A Multi-term Discount Plan provides that the applicable monthly rates, as set forth herein, are reduced by a fixed percentage. The amount of the discount percentage differs based on the length of the selected commitment as follows:

<u>Commitment</u>	<u>Discount %</u>
36 months	10%
60 months	20%
84 months	22%
120 months	26%

The discount percentage is applied to the currently effective Channel Termination and Interoffice Channel Monthly Rates. Such rates may change during the commitment period, thereby causing an increase or decrease in the rates applicable to the Customer.

D. Termination Liability

If the Service is disconnected in whole or in part prior to the end of the selected commitment period, the Customer is liable for a termination liability charge unless a new commitment period and contract is entered into by the Customer as provided in this Tariff. Termination liability charges apply to each service disconnected or, in the case of cancellation of a Multi-term Discount Plan, to each service which has been included in the cancelled Multi-term Discount Plan.

Termination liability charge is:

50% of the applicable monthly rates for the selected commitment period

Termination Charge =
Multi-Term Discount Plan Monthly Rate x Number of Months Remaining
x 50% of the Multi-Term Plan.

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SECTION 3- SERVICE DESCRIPTIONS AND RATES**3.8. FRAME RELAY SERVICE (FRS)****A. Service Description**

Frame Relay Service is an enhanced form of packet switching, which uses variable length packets to connect multiple local area networks (LANs) for data transmission. Frame Relay Service allows multiple users to communicate with one another through voice or data transmission. FRS provides flexible connectivity using Permanent Virtual Circuits (PVC's) implemented over dedicated digital access lines and high-performance packet-mode network. Access to FRS is over a dedicated, digital circuit, which typically is DS0 (56/64kbps), DS1 (T1), Fractional DS1 or DS3 (T45). Multiple PVC's can be established over a given access line, providing simultaneous logical connections to various remote locations. Each PVC can carry bursts of data at near the full speed of the access line. Frame Relay Service is available throughout the United States where digital local access is available.

There are 3 types of port connections. Each provides a subscriber with one Network Address and one Logical channel as standard:

1. 56kbps Port Connection - provides 56kbps access to FRS. Subscriber must purchase a dedicated 56kbps.
2. DS1 Port Connection - provides DS1kbps access to FRS. Subscriber must purchase a dedicated 1.544mbps
3. Fractional DS1 Port Connection - provides 128, 256, 384, 512 or 768kbps access to FRS. Subscriber must purchase Fractional DS at data rates of 128, 256, 384, 512 or 768kbps to access 128, 256, 384, 512 or 768kbps FRS respectively.

B. Definitions

The following are terms associated with Frame Relay:

1. Permanent Virtual Circuit (PVC) - A line which connects one LOC to another LOC.
2. ATM - an international high-speed, high-volume, packet-switched transmission protocol standard that supports integrated voice, video and data communications. ATM uses short uniform 53 byte cells to divide data into packets for ultra fast switching through the network. The 53 byte cells contain 5-byte destination address headers and 48 data bytes.
3. Committed Information Rate (CIR) - the statistical measurement of throughput on a PVC over time measured in bits per second. The CIR is the rate at which the network agrees to accept data from the user, and which the network commits to transfer data under normal operating conditions.
4. Port - a network entry or exit point on the frame relay switch that connects to the Company's frame relay network.
5. 56kbps Port Connection - an interface on the frame relay network, which terminates a subscriber's 56kbps circuit.
6. DS1 Port Connection - an interface on the frame relay network, which terminates a subscriber's 1.544mbps circuit.

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SECTION 3- SERVICE DESCRIPTIONS AND RATES (cont'd)**3.8. FRAME RELAY SERVICE (FRS) (cont'd)****B. Definitions (cont'd)**

7. Network Address- the numeric characters representing the origination or destination point for each dedicated circuit accessing the Frame Relay network. It is numbered in telephone number format. One Network Address comes standard with one Frame Relay Port Connection.
8. Logical Channel - a communication channel that allows transmission of sequenced data packets through one network. One Logical Channel comes standard with one Frame Relay Port Connection.
9. Additional Logical Channels - allows a subscriber to establish PVC's between multiple locations and maintain a high degree of flexibility in configuring the network.
10. Network Map - the complete configuration of a subscriber's frame relay port connections and PVC's, as defined by the interconnectivity of network addresses and logical channels.

C. Rate Elements Charges

Frame Relay Service has three rate elements:

1. local access facilities;
2. ports; and
3. a permanent virtual circuit (PVC).

Frame Relay will be offered on an ICB basis.

D. Local Access

Local access facilities must be obtained to access Frame Relay Service. The rates for the local access facilities are set forth in the Company's Local Tariff or by ICB.

E. Port Speed

Port speed is selected to accommodate the various PVC's that use a particular port. The speed represents the highest attainable data rate into or out of the location at any point in time. Available speeds range from 56 Kbps to 1.536 Mbps. A frame relay port connection provides the physical interface into the network and provides the logical termination of PVC's assigned to that port.

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SECTION 3- SERVICE DESCRIPTIONS AND RATES (cont'd)**3.8 FRAME RELAY SERVICE (FRS) (cont'd)****F. PVC**

The PVC connects the Customer's specific end-points on the interexchange network. Each PVC is assigned a committed information rate (CIR), which is the average minimum data rate the network will allocate to the PVC under normal operating conditions. The data transmission rate for a PVC can be greater than the CIR when excess capacity is available on the port and on the network. When this excess capacity exists, an average data rate above the CIR may be achieved up to the port capacity. Data sent across a virtual connection in excess of that connection's CIR will be marked discard eligible in the event of network congestion, and will be delivered only if the instantaneous demand for output on a transmission channel is equal to or less than the capacity of the queue for that channel.

PVC's may be either asymmetrical (one-way) or symmetrical (two-way). Symmetrical (two-way) traffic requires the use of one symmetrical PVC or two asymmetrical PVCs.

G. Frame Relay Service Objectives**1. Network Availability**

Network availability is measured as the total number of minutes in a billing month during which core network PVC routes are available to exchange data between the two network infrastructure node end points, divided by the total number of minutes in a billing month. A lapse in network availability is calculated commencing with the date on which the Customer informs the Company of service non-availability, and ends on the date of service restoration. The PVC route will be measured from infrastructure port to infrastructure port and will not include the Customer premises equipment (CPE) or local access facilities.

The Company engineer's its network to achieve availability of 99.9% for networks designed with ten (10) or more network sites and a fully meshed network topology or a star network topology in which each remote site has PVC's connected to at least two network hubs engineered to a separate infrastructure node. In all other instances, the Company engineers its network to achieve availability of at least 99.5%

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SECTION 3- SERVICE DESCRIPTIONS AND RATES (cont'd)

3.8. FRAME RELAY SERVICE (FRS) (cont'd)

2. Frame Delivery

Frame delivery measures the percentage of Customer's frame relay packets delivered from the Company's network ingress port to the Company's network egress port. This percentage will not include packet delivery failures attributable to local access facilities or CPE.

The Company engineers its network to achieve a frame delivery level of 99.9% of frames within a Customer's CIR, and 99.0% of frames above a Customer's CIR. These delivery rates apply for networks designed with ten (10) or more network sites and a fully meshed network topology or a star network topology in which each remote site has PVC's connected to at least two network hubs engineered to a separate infrastructure node. In all other instances, the Company engineers its network to achieve a frame delivery level of 99.0%.

3. Network Latency

Network latency measures the elapsed time, in milliseconds, required for one data cell (frame relay packets converted to ATM cells on the Company's backbone network) to be delivered from the Customer's Frame Relay Service network ingress port to the network egress port. Packet delivery failures attributable to local access facilities or CPE are not included.

The Company engineers its network to achieve a one-way network latency of 65 milliseconds. This parameter applies for networks designed with ten (10) or more network sites and a fully meshed network topology or a star network topology in which each remote site has PVC's connected to at least two network hubs engineered to a separate infrastructure node. In all other instances, the Company engineers its network to achieve a network latency of 75 milliseconds.

H. Frame Relay Service – Standards and Objective Exclusions

The standards described above do not include periods of non-attainment resulting in whole or in part from one or more of the following causes:

- Any act or omission on the part of the Customer, its contractors, or any other entity over which the Customer exercises control or has the right to exercise control;
- Scheduled maintenance;
- Labor strikes
- *Force Majeure* events beyond the control of the Company (including, but not limited to, acts of God, government regulation and national emergency); and,
- Any act or omission on the part of a third party including, but not limited to, the local access provider.

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SECTION 3- SERVICE DESCRIPTIONS AND RATES

3.8 FRAME RELAY SERVICE (FRS) (cont'd)

I. Minimum Service Terms

The minimum service requirement is one month for domestic service and one year for international service.

J. Termination of Frame Relay Service

Customer must provide the Company with 30 days written notice before terminating frame relay service. Customers terminating service prior to fulfilling their term commitment will be assessed a termination liability equal to one hundred percent (100%) of the monthly recurring charge for each access line, port and PVC service terminated multiplied by the number of months remaining in the first year of the term plan, plus fifty percent (50%) of the monthly recurring charges for each circuit canceled multiplied by the number of months remaining in the term plan after the first year. The Customer will not have any termination liability if it subscribes to another Company service of the same or greater monthly revenues and volume, and with a term no less than the remaining months of the term plan or one year, whichever is greater, at the same time the notice of termination is received. The Customer will also be liable for a pro-rata amount of any waived installation charges based on the number of months remaining in the term plan.

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SECTION 3- SERVICE DESCRIPTIONS AND RATES**3.9. ASYNCHRONOUS TRANSFER MODE (ATM)****A. Service Description**

ATM is a networking technology standard for high-speed, high-capacity voice, data text and video transmission. ATM simplifies information transfer and exchange by putting information into fixed-length packets called cells. These cells allow any type of information - voice, data, high-speed local area network (LAN) interconnection, or video to be transmitted over almost any type of digitized communications medium (fiber optics, copper wire, and cable). ATM is physically accessed through PVC's on circuits with access speeds from T1 (1.544mbps) to OC-3 (155mbps).

B. Classes

There are 5 classes of service for ATM:

1. Constant bit rate (CBR) - a premium voice and video service for constant delivery. The cell rate is constant with time. CBR applications are quite sensitive to cell delay variation.
2. Variable bit rate - non-real time (VBR-NRT) - a premium data service. This class allows users to send traffic at a rate that varies with time depending on the availability of user information.
3. Variable bit rate - real time (VBR-RT) - a premium data service. This class is similar to VBR-NRT but is designed for applications that are sensitive to cell delay.
4. Available bit rate (ABR) - this class of ATM services provides rate-based flow control and is aimed at data traffic such as file transfer and email. Depending upon the state of congestion in the network, the source is required to control its rate. The users are allowed to declare a minimum cell rate, which is guaranteed to the connection by the network.
5. Unspecified bit rate (UBR) - a standard data service for non-time-sensitive data. The class is the catch-all "other" class. There is no guarantee that the cells will even be delivered. ATM provides the carrier with the option of dropping certain cells if the network gets congested. ATM supports 2 connection types:
 - Point-to-point connections of this type can be unidirectional (one-way) or bi-directional (two-way).
 - Point-to-multipoint connections of this type are unidirectional only.

C. Charges

ATM Service will be priced at ICB rates based on a combination of distance, number of terminations, term, and Class.

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SECTION 3- SERVICE DESCRIPTIONS AND RATES

3.10 NON-RECURRING CHARGES

- A. In addition to any charges by the Company's underlying network providers, certain one-time non-recurring installation charge may apply to certain special services as set forth in the Company's Local or Access tariffs or per Contract. These charges remain constant for all Customers, regardless of volume, time of day, mileage or any other factor. These charges are for coordination of services only and are in addition to any associated costs charged by outside vendors.

3.11. CALCULATION OF DISTANCE

Refer to Section 2, Rules and Regulations, Section 2.12, Calculation of Distance.

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SECTION 4-MISCELLANEOUS SERVICES AND RATES**4.1. ALL-STAR Program**

Telergy's All-Star Program is available to College Telecommunication Departments to reduce the cost of on-campus student phone bills. Students are assigned an 800 number that automatically dials the subscriber's predetermined number (i.e.: parents home phone number) and charges that accrue will appear on the subscriber's bill. Special long distance, calling card rates are available to those in the All-Star Program (see chart below). Special rates on long distance and calling cards may also be offered to college alumni groups, high school booster clubs and other charitable organizations. Intrastate rates for the 800# as well as long distance rates outside of Florida may vary according to tariff rates set forth in individual states and are set forth in detail upon signing up with the program. All calls are billed for a minimum of 30 seconds and then in 6 second increments thereafter.

[NOT PRESENTLY AVAILABLE - RESERVED FOR FUTURE USE]

4.2. Pre-Paid Calling Card Service**A. General**

Pre-paid Calling Card Service is a service which allows a Customer to purchase minutes of service in Units (one Unit equals one IntraLATA domestic minute; the Units applicable to non-domestic calls shall be provided by the Company upon request) for purposes of use or resale to a distributor or end-user, via a prepaid calling card. The holder of the Pre-paid Card is assigned a PIN number for each prepaid calling card and a toll free number for Customer service. Pre-paid Calling Cards are available in 30 and 60 unit cards. Cards are available with the Telergy logo or, for an additional fee, a Customer may choose to have a customized logo placed on the card. (i.e.: Company logo, school logo, non-profit organization symbol) The Customer must provide camera-ready artwork for the Pre-paid Calling Card logo. Pricing for cards with customized logo will vary depending on color, graphic design and artwork required. Customers choosing the customized logo option must order a minimum of 200 cards.

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SECTION 4-MISCELLANEOUS SERVICES AND RATES**4.2. Pre-Paid Calling Card Service (cont'd)****B. Pre-paid Calling Card Rate Schedule**

Pre-paid Calling Card Rates per Unit are based on the volume commitment of the contract. All rates are based on a flat billing system to one (1) Unit increments. Calls with a duration of one (1) domestic minute or less will be charged for one (1) full Unit.

Telergy Logo

Non-Customized	1-499 Cards	500+ Cards
30 Units	\$10.00 each	\$8.75 each
60 Units	\$19.00 each	\$16.75 each

Customized Logo: Price varies depending on artwork required.

Minimum \$8.00 each
Maximum \$25.00 each

4.3. Travel Card Service**A. General**

Telergy Travel Card Service is a service that allows callers to utilize Telergy's service when calling from a location other than their billed-to-number. Telergy's Travel Service is offered 24 hours a day, seven days a week to all valid terminating locations. Access to Telergy's Travel Card Service is via a toll-free number. The Customer must input a valid Authorization Code in addition to the destination number with area code. Travel Service rates apply to calls placed to locations in mainland United States, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.

Telergy offers two distinct Travel card services: Enhanced Travel Card services and Basic Travel Card services. Enhanced Travel Card services offer a variety of calling options including information services such as sports, weather and horoscopes, as well as calling options such as conference calling and three way calls. Basic Travel Cards offer only the ability to place a call. Enhanced Travel Card services may be accessed by dialing 800-950-0370, Basic Travel Card services may be accessed by dialing 888-624-1391

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SECTION 4-MISCELLANEOUS SERVICES AND RATES

4.3. Travel Card Service (cont'd)

B. Rates and Charges

Travel Card rates vary between a minimum of \$0.10 and a maximum of \$0.30. Presently, the rates are as follows:

1. Enhanced Travel Card Rate

Telergy Enhanced Travel Card Rate is based on a flat rate billing system in six (6) second increments with a minimum of one minute per call. Calls with a duration of less than one minute will be charged for a full one (1) minute call. Telergy Enhanced Travel Card offers a flat rate of \$0.250 per minute with no access charge.

2. Basic Travel Card Rates

Telergy Basic Travel Card Rates are based on flat rate billing system in six (6) second increments with a minimum of one minute per call. Calls with a duration of under 1 second will not be billed. Calls with a duration of greater than 1 second and less than one minute will be charged for a full one (1) minute call.

(a). Basic Travel Card Plan

Telergy Basic Travel Card Plan offers a flat rate of \$0.190 per minute with no access charge.

(b). High Volume Basic Travel Card Plan

Telergy's High Volume Basic Travel Card Plan requires a monthly commitment of \$5000.00 in long distance billings and offers a flat rate of \$0.135 per minute with no access charge.

4.4 Schools and Libraries Discount Program

A. General

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company services offered in this tariff and the Company's local tariff at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and applicable State Commission Order. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq.

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SECTION 4-MISCELLANEOUS SERVICES AND RATES**4.4 Schools and Libraries Discount Program (cont'd.)****A. General (cont'd)**

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

B. Regulations**1. Obligation of eligible schools and libraries**

Requests for service:

- (a). Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any State and Local Procurement Rules.
- (b). Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
- (c). Services requested will be used for educational purposes.
- (d). Services will not be sold, resold or transferred in consideration for money or any other thing of value.

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SECTION 4-MISCELLANEOUS SERVICES AND RATES

4.4 Schools and Libraries Discount Program (cont'd.)

B. Regulations (cont'd)

2. Obligations of the Company

- (a). The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this Tariff which are excluded from the discount program, in accordance with the Rules are included as an attachment to this tariff.
- (b). The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential Customers for similar services (lowest corresponding price).
- (c). In competitive bidding situations, the Company may offer flexible pricing or rates other than in this Tariff, where specific flexible pricing arrangements are allowed, subject to Commission approval.

C. Discounted Rates for Schools and Libraries

- 1. Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
- 2. The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.

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SECTION 4-MISCELLANEOUS SERVICES AND RATES

4.4 Schools and Libraries Discount Program (cont'd.)

C. Discounted Rates (cont'd)

3. The discount matrix for eligible schools, libraries and consortia set forth below:

****Voice Mail Services ineligible for discount.**

SCHOOLS AND LIBRARIES DISCOUNT MATRIX

<u>HOW DISADVANTAGED</u>	<u>% DISCOUNTLEVEL</u>	
	<u>Urban Discount</u>	<u>Rural Discount</u>
% of students eligible for National school lunch program		
<1	20	25
1-19	40	50
20-34	50	60
35-49	60	70
50-74	80	80
75-100	90	90

4.5 Handicapped Customers Rules and Rates

For TDD users which communicate using a Telecommunications Device for the Deaf (TDD) services, which is equipment for communication for Hearing or Speech Impaired Persons will be in accordance with the Florida Public Service Commission Rules as follows:

- A. The above customers will be receive up to fifty (50) calls per billing cycle without charge for Directory Assistance calls made each month.
- B. The above customers will also receive special rates such as, daytime calls, charge at evening rates and evening and night calls charged at night rates.
- C. The rates being charged to the above customers for intrastate toll calls shall receive a discount of fifty percent (50%) off the otherwise applicable rate for a voice non-relay call unless otherwise specified that the customer placing the call or receiving the call is both hearing and visually impaired, then the discount for the call shall be sixty percent (60%) off the applicable rate for voice non-relay call. These discounts will be not apply to call surcharges or credit card surcharges. In the case of a discount based on number of minutes the discount shall be calculated by discounting the minutes of relay use before the tariffed rate is applied.

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SECTION 4-MISCELLANEOUS SERVICES AND RATES**4.6 Health Care Providers Support Program****A. General**

The purpose of the Health Care Providers Support Program is to enable public and non-profit rural health care providers to have access to telecommunications services necessary for the provision of health care services at rates comparable to those paid for similar services in urban areas. The Health Care providers Support Program offers eligible public and non-profit health care providers located in rural areas reduced rates for Company intrastate services, available in this Tariff and the Company's local tariff. Such services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1977 and the Commission. The FCC Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.601 et. seq., and any amendments made thereto.

B. Regulations

1. To be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC rules.
2. Reduced rates are available only to the extent that they are funded by the Federal Universal Service Fund.
3. Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal Service Support shall apply only to the portion of eligible services used by an eligible health care provider.
4. Responsibility of eligible health care providers:
 - (a). Rural health care providers and consortia shall participate in a competitive bidding process for all services eligible for reduced rates in accordance with any state and local procurement rules.
 - (b). Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.
 - (c). Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.
 - (d). A health care provider that cannot obtain toll free access to an Internet service provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.

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SECTION 4-MISCELLANEOUS SERVICES AND RATES (cont'd)

4.6 Health Care Providers Support Program (cont'd)

B. Regulations (cont'd)

4. Responsibility of eligible Health Care Providers (cont'd)

(e). Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

5. Requests from individuals with certified visual or physical handicaps in which the handicap prevents the use of a directory. Individuals must be certified in accordance with the terms outlined below:

- Legally Blind whose visual acuity is 20/200 or less in the better eye with corrective glasses or who widest diameter of visual field subtends an angular distance no greater than 20 degrees
- Physically Handicapped are those who are certified by competent authority as unable to read or use ordinary printed materials as result of physical limitations.
- Persons whose disabling condition causes difficulty with hand and finger coordination and utilization of any telephone system. Acceptable certifications are those made by a licensed physician, ophthalmologist or optometrist.
- Individuals must be certified in accordance with these terms up to a maximum of fifty (50) request per month.

6. Responsibility of the Company:

- (a) The Company shall offer the rates and charges as specified in its tariffs to eligible health care providers to the extent that facilities and services are available.
- (b) The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.
- (c) In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to Commission approval.

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SECTION 4-MISCELLANEOUS SERVICES AND RATES**4.6. Health Care Providers Support Program (cont'd)****C. Rates and Charges**

The following price adjustments will be available to eligible rural health care providers, except subparagraph 3., which shall be available to all eligible health care providers, regardless of location:

1. A reduced rate for telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest tariffed or publicly available rate charged to a commercial Customer for a similar service provided over the same distance in the nearest city in Florida with a population of at least 50,000.
6. An exemption from some mileage charges for any telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, that is necessary for the provision of health care services. The exempted mileage includes the distance between the rural health care provider and the most distant perimeter of the nearest city in Florida with a population of 50,000 or more, less the standard urban distance, which is the maximum average diameter of all cities with populations of 50,000 or more in the state.
7. Each eligible health care provider that cannot obtain toll-free access to an Internet service provider is entitled to receive toll charge credits for toll charges imposed for connecting to an Internet service provider as per the FCC Rules. Such toll charge credits are available pursuant to applicable toll tariffs.

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SECTION 4 - MISCELLANEOUS SERVICES AND RATES

4.7 Telecommunications Relay Services

Intrastate toll calls received from the Relay Service shall receive discount Relay Service calls by 50 percent off of the otherwise applicable rate (as set forth in this Tariff) 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 (as set forth in this Tariff) 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 credit card surcharges

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SECTION 4-MISCELLANEOUS SERVICES AND RATES

4.8. Directory Assistance

Directory Assistance is available to Customers of Telergy. Directory Assistance charges apply to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

	Maximum	Minimum	Actual
Directory Assistance, Per Call	\$0.97	\$0.48	\$0.60

4.9. Operator Services

The following rates apply to Operator Services. Operator Service is a live or automated Operator handled service, which includes Intrastate Directory Assistance as well as live Operator assisted, third party and collect calls may be billed to the Customer's Telergy card, LEC calling cards or major credit cards.

Mileage	DAY		EVENING		NIGHT	
	1 st Min.	Add'l Min.	1 st Min.	Add'l Min.	1 st Min.	Add'l Min.
1-18	\$0.2700	\$0.0150	\$0.2200	\$0.1280	\$0.1728	\$0.0960
19-44	\$0.2900	\$0.1700	\$0.2350	\$0.1440	\$0.1856	\$0.1080
45-65	\$0.3300	\$0.1820	\$0.2650	\$0.1520	\$0.2112	\$0.1152
66-104	\$0.3400	\$0.2000	\$0.2725	\$0.1610	\$0.2176	\$0.1280
105-164	\$0.3540	\$0.2050	\$0.2820	\$0.1680	\$0.2265	\$0.1280
165+	\$0.3650	\$0.2100	\$0.2900	\$0.1720	\$0.2236	\$0.1344

<u>Type of Calls</u>	<u>Surcharge Per Call</u>
Person-to-Person	\$3.50
Station-to-Station	\$1.50
Third Number Billed	\$1.50
Collect	\$1.50
Telephone Company Card	\$0.60
Commercial Credit Card	\$0.60
All Other	\$1.50
Operator Assisted Calling Card	\$1.75
Operator-Dialed Surcharge	\$0.75

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SECTION 4-MISCELLANEOUS SERVICES AND RATES (cont'd)

4.10. Optional Operator Service

A. National Directory Assistance

Provides the Customer information on listings outside the Customer's local Directory Assistance area.

National Directory Assistance (NDA) is provided, subject to, availability of Facilities and is accessed by dialing **411** or such number(s) that the Company may designate.

The NDA charge to the Customer for each call, applies whether or not a number or requested listing information is provided (including requests for numbers that are non-published, non-listed or unable to be found). No charge applies for a wrong number provided, when the calling party reports the wrong number to the Company.

A maximum of two (2) requests per call for listings will be provided. No discounts are applied for NDA. A charge of \$0.95 per call applies.

B. Emergency Operator Service

Provides message toll calls to governmental emergency service agencies whose primary or principal responsibility is to provision emergency service to persons and property in the area from which the call is made, which has been designated by dialing **911**. This service will not have a charge to any Customer.

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SECTION 5

(RESERVED FOR FUTURE USE)

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SECTION 6 - CONTRACT SERVICES

6.1 General

At the option of the Company, service may be offered on an individual contract basis (ICB) to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

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Date of Issue:

Issued By:

Brian P. Kelly, President of TELERGY NETWORK SERVICES, INC.
One Telergy Parkway, E. Syracuse, NY 13057 (877) 835-3749

Effective Date:

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Effective Date:



April 27, 2000

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

DEPOSIT DATE
D288 MAY 02 2003

RE: Telergy Network Services, Inc.
Application Form for Authority to Provide Interexchange
Telecommunications Service Within the State of Florida

000512-TI

Dear Sir or Madam:

Enclosed please find an original and six (6) copies of the above-referenced Application, along with required attachments for filing. Also enclosed is a check made payable to the Florida Public Service Commission in the amount of \$250.00 representing the requisite non-refundable application fee.

Please direct questions regarding this filing to the undersigned at (315) 362-2606.

Additional information, such as the financial information and the Business Plan of Telergy Network Services, Inc. and its parent company, Telergy Operating, Inc. are hereby submitted under Seal and marked CONFIDENTIAL AND PROPRIETARY. We respectfully ask that this information remain confidential, and disclosure is limited to staff members directly involved in this case. We further ask that all pleadings or other filings that incorporate, reference, or attach these documents, or any portion thereof, be submitted under Seal.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for this purpose.

Your assistance in this matter is greatly appreciated.

Very truly yours,

Karen M. Hawkins

THE FACE OF THIS CHECK IS PRINTED GREEN - THE BACK CONTAINS A SIMULATED WATERMARK

TELERGY NETWORK SERVICES, INC.
One Telergy Parkway
East Syracuse, NY 13057

M&T
3401 Erie Blvd. East
Dewitt, NY 13214
10-4/220

002757

Date April 14, 2000

Pay Amount \$250.00***

Pay ****TWO HUNDRED FIFTY AND XX / 100 US DOLLAR****

To The Order Of FLORIDA PUBLIC SERVICE COMMISSION
., FL

Karen M. Kelly
Authorized Signature

DOCUMENT NUMBER-DATE
05253 APR 28 8

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