

**\*\* 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**

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**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**

00 MAY 24 AM 9:30  
MAIL ROOM  
RECEIVED  
DIVISION OF RECORDS AND REPORTING  
FLORIDA PUBLIC SERVICE COMMISSION

1. 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:

COMTECH 21, LLC

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

COMTECH 21, LLC

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

One Barnes Park Scuth

Wallingford, CT 06492

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

None at this time

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

- Facilities-based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- Switchless Rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers, then offers 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 checked="" type="checkbox"/> Corporation |
| <input 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:

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

M00000000759

\_\_\_\_\_

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: \_\_\_\_\_

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): 06-1574057

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?

\_\_\_\_\_  
\_\_\_\_\_

17. Who will receive the bills for your service?

- |  |  |
|--|--|
| ( <input type="checkbox"/> ) Residential Customers | ( <input checked="" type="checkbox"/> ) Business Customers |
| ( <input type="checkbox"/> ) PATs providers        | ( <input type="checkbox"/> ) PATs station end-users        |
| ( <input type="checkbox"/> ) Hotels & motels       | ( <input type="checkbox"/> ) 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: Marie Marcarelli

Title: Manager

Address: One Barnes Park South

City/State/Zip: Wallingford, CT 06492

Telephone No.: 203-679-7000 Fax No.: 203-679-7393

Internet E-Mail Address: mmarcarelli@prcfitecinc.com

Internet Website Address: \_\_\_\_\_

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

Name: Same

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Internet E-Mail Address: \_\_\_\_\_

Internet Website Address: \_\_\_\_\_

(c) Complaints/Inquiries from customers:

Name: Cathy Dvorsky

Title: Customer Service Manager

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

**City/State/Zip:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

**Internet E-Mail Address:** \_\_\_\_\_

**Internet Website Address:** \_\_\_\_\_

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

\_\_\_\_\_ Pending \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_ Pending \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_ Pending \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_ Pending \_\_\_\_\_  
\_\_\_\_\_

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

Pending

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

Pending

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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.

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(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.

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

a. \_\_\_\_\_ **MTS with distance sensitive per minute rates**



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

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

**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.

**\*\* 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:**

<u>Marie Marcarelli</u>	
Signature	Date
Marie Marcarelli	
Manager	(203) 679-7000
Title	Telephone No.
Address: One Barnes Park South	(203) 679-7393
Wallingford, CT 06492	Fax No.

**ATTACHMENTS:**

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

**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.

**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:**

<u>Signature</u> <i>Marie Marcarelli</i>	<u>Date</u> <i>May 23, 2000</i>
Manager	(203) 679-7000
<u>Title</u>	<u>Telephone No.</u>
<u>Address:</u> <u>One Barnes Park South</u>	(203) 679-7393
<u>Wallingford, CT 06492</u>	<u>Fax No.</u>
_____	_____
_____	_____
_____	_____

**CURRENT FLORIDA INTRASTATE SERVICES**

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

If the answer is has, fully describe the following:

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

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

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**UTILITY OFFICIAL:**

Marie Marcarelli  
Signature Marie Marcarelli

May 23, 2000  
Date

Manager  
Title

(203) 679-7000  
Telephone No.

One Barnes Park South  
Address: Wallingford, CT 06492

(203) 679-7393  
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>Marie Marcarell</u> Signature, Marie Marcarell	_____
_____	Date
Manager	(203) 679-7000
Title	Telephone No.
Address: One Barnes Park Scuth	(203) 679-7393
Wallingford, CT 06492	Fax No.
_____	_____
_____	_____
_____	_____

COMTECH21 LLC

DETAILED PROJECTED CASH FLOW FROM OPERATIONS

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
REVENUES:						
COMTECH21 TELEMARKETING	\$ 8,416,500	\$ 24,366,000	\$ 24,180,000	\$ 25,389,000	\$ 26,658,450	\$ 109,009,950
COMTECH21 FRANCHISE	\$ 640,000	\$ 16,650,000	\$ 33,000,000	\$ 34,650,000	\$ 36,382,500	\$ 121,322,500
					9,056,500	
TOTAL REVEUES:		41,016,000	57,180,000	60,039,000	63,040,950	230,332,450
EXPENSES:						
SELLING & MARKETING						
PAYROL & RELATED EXPENSES	105,737	167,131	208,914	261,142	326,428	1,069,351
COMMISSIONS	543,390	2,460,960	3,430,800	3,602,340	3,782,457	13,819,947
MARKETING MATERIALS	10,000	12,500	25,000	27,500	30,250	106,250
ADVERTISING	37,500	46,875	60,000	66,000	72,600	282,975
PUBLIC RELATIONS	45,000	56,250	60,000	66,000	72,600	299,860
MAILING & POSTAGE EXPENSES	5,000	6,250	15,000	16,500	18,150	60,900
TELEMARKETING	906,750	1,302,000	1,302,000	1,367,100	1,435,455	6,313,305
TRANING EXPENSES	14,063	11,250	11,250	12,375	13,613	62,550
SUPPLIES & EQUIPMENT	5,000	5,000	5,000	5,500	6,050	26,550
TOTAL SELLING & MARKETING	1,672,439	4,068,216	5,117,964	5,424,457	5,757,602	22,040,678
DATA PROCESSING COSTS						
PAYROLL & RELATED EXPENSES	90,938	148,255	259,446	454,030	794,553	1,747,222
DATABASE EXPENSES	20,750	20,250	22,500	24,750	27,225	115,475
TOTAL DATA PROCESSING COSTS:	111,688	168,505	281,946	478,780	821,778	1,862,697

COMTECH21 LLC

GENERAL & ADMINISTRIVE:						
WHOLESALE CARRIER CHARGES	4,912,600	26,753,300	40,026,00	42,027,300	44,128,665	157,847,865
PAYROLL & RELATED EXPENSES	245,909	778,205	1,361,858	1,566,137	1,801,057	5,753,165
OFFICE SUPPLIES & EXPENSES	43,956	264,612	319,506	361,457	386,602	1,366,133
PROFESSIONAL FEES	14,400	14,400	30,000	33,000	36,300	128,100
EQUIPMENT	14,700	61,950	60,000	72,600	72,600	281,860
OCCUPANCY	20,331	114,155	120,000	132,000	145,200	531,606
INSURANCE	8,001	13,362	16,750	18,425	20,268	76,805
TELEPHONE & COMMUNICATIONS	9,000	22,500	28,125	28,125	35,156	122,906
REPAIRS & MAINTENANCE	2,625	6,000	6,000	6,600	7,260	28,485
TOTAL GENERAL & ADMINISTRATIVE:	5,271,522	28,028,483	41,968,239	44,235,643	46,633,108	166,136,996
TOTAL EXPENSES:	7,055,649	32,265,204	47,368,148	50,138,880	53,212,488	190,040,370
NET CASH FLOW:	2,000,851	8,750,796	9,811,862	9,900,120	9,828,462	40,292,060



COMTECH 21, LLC

PROJECTED FIVE YEAR BALANCE SHEET

ASSETS:	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
CASH AND CASH EQUIVALENT	\$1,289,202	\$ 5,071,101	\$ 8,637,210	\$ 11,966,032	\$ 14,973,794
ACCOUNTS RECEIVABLE	2,173,506	9,843,840	13,723,200	14,409,360	15,129,828
TOTAL ASSETS	3,462,762	14,914,941	22,360,410	26,375,392	30,103,622
LIABILITIES AND EQUITY:					
ACCOUNTS PAYABLE & ACCRUED EXPENSES	2,187,251	8,388,953	9,947,311	8,022,221	5,863,374
TOTAL CURRENT LIAB'S	2,187,251	8,388,953	9,947,311	8,022,221	5,863,374
EQUITY					
COMMON STOCK	75,000	75,000	75,000	75,000	75,000
RETAINED EARNINGS	1,200,511	6,450,988	123,338,099	18,278,171	24,175,248
TOTAL EQUITY	1,275,511	6,525,988	12,413,099	18,353,171	24,250,248
TOTAL LIAB'S EQUITY	3,462,762	14,914,941	22,360,410	26,375,392	30,103,622

COMTECH 21, LLC

PROJECTED FIVE YEAR INCOME STATEMENT

TOTAL REVENUES	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
OPERATING EXPENSES					
SELLING & MARKETING	1,672,439	4,068,216	5,117,964	5,424,457	5,757,602
DATA PROCESSING	111,688	168,505	281,946	478,780	821,778
GENERAL & ADMINISTRATION	5,271,522	28,028,483	41,968,239	44,235,643	46,633,108
TOTAL OPERATING EXPENSE	7,055,649	32,265,204	47,138,880	50,138,880	53,212,488
OPERATING CASH FLOW	22,000,851	8,750,796	9,811,862	9,900,120	9,828,462
PROVISION FOR TAXES	-800,340	-3,500,318	-3,924,741	-3,924,741	-3,931,385
NET INCOME	1,200,511	5,250,478	5,887,111	5,940,072	5,897,077
RETAINED EARNING - BEG.	0	1,200,511	6,450,988	12,338,09	18,278,171
RETAINED EARNING - ENDING	1,200,511	6,450,988	12,338,099	18,278,171	24,175,248
ASSUMPTIONS:					
1. 40% TAX RATE ASSUMED FOR ALL YEARS (/FED. & STATE COMBINED)					
2. NET ACCOUNTS RECEIVED EQUALS 24% OF NET ANNUAL REVENUE					
3. ACCOUNTS PAYABLE AND ACCRUED EXPENSES EQUAL TO 31% OF TOTAL OPERATING EXPENSES IN YEAR ONE, DECREASING BY 5% PER YEAR.					
4. NO DIVIDENDS DECLARED OR PAID.					
5. NON-CASH ITEMS NOT ADDRESSED IN INCOME STATEMENT:					
- DEPRECIATION - AMORTIZATION					
6. INTEREST INCOME AND EXPENSE NOT INCLUDED.					

## **COMTECH 21, LLC**

### **PRESIDENT/CEO/CHAIRMAN OF BOARD OF DIRECTORS: RICHARD MINERVINO, SR.**

Mr. Richard Minervino, SR currently serves as President, CEO and Chairman of the Board of Directors of COMTECH 21, LLC. Mr. Minervino has formed several companies in which from 1977 through 1992 have under Mr. Minervino's directions developed a series of sophisticated telecommunications monitoring, network design and cost reduction packages and have also engaged in the resale of their telecommunications services including cellular and long distance billing.

From 1964 to 1979, Mr. Minervino was President of Communications Management Services Corporation and served as a communications consultant. In both of these capacities, he concentrated on developing devices and systems for cost control and reduction to communications expenses.

From 1952 to 1964, Mr. Minervino served with the Southern New England Telephone Company in various technical and sales/marketing positions.

### **VICE PRESIDENT/SECRETARY/DIRECTOR: MARIE MARCARELLI**

Ms. Marcarelli currently serves as Vice President and Secretary of COMTECH 21, LLC. In said position she has responsibility for establishing methods and procedures for all products and services, as well as developing, administering and negotiating client contract. She is also responsible for field operating methods, procedures and manuals, production and updating of the Companies plans, serves as an assistant to the president and has supervisory responsibilities for matters regarding utility inter-and intra-state regulatory procedures.

From 1988 through 1989, she served Mr. Minervino's other companies as director of administration. Ms. Marcarelli was employed from 1972 to 1987 by Southern New England Telephone and SNET Systems.

Ms. Marcarelli attended Albertus Magnus College and is currently attending Central Connecticut State University where she is studying for her Bachelor of Science Degree in business and economics.

### **DIRECTOR OF ADMINISTRATION: SONJA JOHNSON - BYERS**

Ms. Johnson-Byers currently serves as Director of Administration for COMTECH 21, LLC. In said position, she has responsibility dealing with Provisioning, Customer Care and Revenue and Assurance and day to day administration duties.

Ms. Johnson – Byers worked for SNET for twenty (20) years and has kept in the telecommunications for twenty-six (26) years.

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**BUREAU OF CERTIFICATION AND SERVICE EVALUATION**

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**Original certificate** (new company).

**Approval of transfer of existing certificate:**

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**Approval of assignment of existing certificate:**

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**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:

COMTECH 21, LLC

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

COMTECH 21, LLC

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One Barnes Park Scuth

Wallingford, CT 06492

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

None at this time

6. Select type of business your company will be conducting  $\sqrt$ (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.
- ( x ) **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.
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- ( ) **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;

- |                         |                         |
|-------------------------|-------------------------|
| ( ) Individual          | ( x ) Corporation       |
| ( ) Foreign Corporation | ( ) Foreign Partnership |
| ( ) General Partnership | ( ) Limited Partnership |
| ( ) 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:

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

\_\_\_\_\_ M00000000759 \_\_\_\_\_

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: \_\_\_\_\_



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): 06-1574057

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?

\_\_\_\_\_  
\_\_\_\_\_

17. Who will receive the bills for your service?

- |  |  |
|--|--|
| ( <input type="checkbox"/> ) Residential Customers | ( <input checked="" type="checkbox"/> ) Business Customers |
| ( <input type="checkbox"/> ) PATs providers        | ( <input type="checkbox"/> ) PATs station end-users        |
| ( <input type="checkbox"/> ) Hotels & motels       | ( <input type="checkbox"/> ) 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: Marie Marcarelli

Title: Manager

Address: One Barnes Park Scuth

City/State/Zip: Wallingford, CT 06492

Telephone No.: 203-679-7000 Fax No.: 203-679-7393

Internet E-Mail Address: mmarcarelli@prcfitecinc.com

Internet Website Address: \_\_\_\_\_

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

Name: Same

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Internet E-Mail Address: \_\_\_\_\_

Internet Website Address: \_\_\_\_\_

(c) Complaints/Inquiries from customers:

Name: Cathy Dvorsky

Title: Customer Service Manager

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

**City/State/Zip:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

**Internet E-Mail Address:** \_\_\_\_\_

**Internet Website Address:** \_\_\_\_\_

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

\_\_\_\_\_ Pending \_\_\_\_\_

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

\_\_\_\_\_ Pending \_\_\_\_\_

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

\_\_\_\_\_ Pending \_\_\_\_\_

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

\_\_\_\_\_ Pending \_\_\_\_\_

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

Pending

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

Pending

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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.

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(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.

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

a. \_\_\_\_\_ **MTS with distance sensitive per minute rates**

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

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

**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.

**\*\* 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:**

<u>Marie Marcarelli</u>	
Signature	Date
Marie Marcarelli	
Manager	(203) 679-7000
Title	Telephone No.
Address: <u>One Barnes Park South</u>	(203) 679-7393
<u>Wallingford, CT 06492</u>	Fax No.

**ATTACHMENTS:**

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

**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.

**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:**

<u>Marie Marcarelli</u> Signature Marie Marcarelli	<u>May 23, 2000</u> Date
Manager	(203) 679-7000
Title	Telephone No.
Address: <u>One Barnes Park South</u>	(203) 679-7393
<u>Wallingford, CT 06492</u>	Fax No.
_____	
_____	
_____	



**CURRENT FLORIDA INTRASTATE SERVICES**

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

If the answer is has, fully describe the following:

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

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

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**UTILITY OFFICIAL:**

Signature	<u>Marie Marcarelli</u> Marie Marcarelli	Date	<u>May 23, 2000</u>
Title	<u>Manager</u>	Telephone No.	<u>(203) 679-7000</u>
Address:	<u>One Barnes Park South</u> <u>Wallingford, CT 06492</u>	Fax No.	<u>(203) 679-7393</u>

**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>Marie Marcarell</u>		_____
Signature	Marie Marcarell	Date
_____	Manager	(203) 679-7000
Title	_____	Telephone No.
Address:	One Barnes Park South	(203)679-7393
_____	Wallingford, CT 06492	Fax No.
_____	_____	_____
_____	_____	_____
_____	_____	_____

COMTECH21 LLC

DETAILED PROJECTED CASH FLOW FROM OPERATIONS

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
REVENUES:						
COMTECH21 TELEMARKETING	\$ 8,416,500	\$ 24,366,000	\$ 24,180,000	\$ 25,389,000	\$ 26,658,450	\$ 109,009,950
COMTECH21 FRANCHISE	\$ 640,000	\$ 16,650,000	\$ 33,000,000	\$ 34,650,000	\$ 36,382,500	\$ 121,322,500
					9,056,500	
TOTAL REVEUES:		41,016,000	57,180,000	60,039,000	63,040,950	230,332,450
EXPENSES:						
SELLING & MARKETING						
PAYROL & RELATED EXPENSES	105,737	167,131	208,914	261,142	326,428	1,069,351
COMMISSIONS	543,390	2,460,960	3,430,800	3,602,340	3,782,457	13,819,947
MARKETING MATERIALS	10,000	12,500	25,000	27,500	30,250	106,250
ADVERTISING	37,500	46,875	60,000	66,000	72,600	282,975
PUBLIC RELATIONS	45,000	56,250	60,000	66,000	72,600	299,860
MAILING & POSTAGE EXPENSES	5,000	6,250	15,000	16,500	18,150	60,900
TELEMARKETING	906,750	1,302,000	1,302,000	1,367,100	1,435,455	6,313,305
TRANING EXPENSES	14,063	11,250	11,250	12,375	13,613	62,550
SUPPLIES & EQUIPMENT	5,000	5,000	5,000	5,500	6,050	26,550
TOTAL SELLING & MARKETING	1,672,439	4,068,216	5,117,964	5,424,457	5,757,602	22,040,678
DATA PROCESSING COSTS						
PAYROLL & RELATED EXPENSES	90,938	148,255	259,446	454,030	794,553	1,747,222
DATABASE EXPENSES	20,750	20,250	22,500	24,750	27,225	115,475
TOTAL DATA PROCESSING COSTS:	111,688	168,505	281,946	478,780	821,778	1,862,697

COMTECH21 LLC

GENERAL & ADMINISTRATIVE:						
WHOLESALE CARRIER CHARGES	4,912,600	26,753,300	40,026,00	42,027,300	44,128,665	157,847,865
PAYROLL & RELATED EXPENSES	245,909	778,205	1,361,858	1,566,137	1,801,057	5,753,165
OFFICE SUPPLIES & EXPENSES	43,956	264,612	319,506	361,457	386,602	1,366,133
PROFESSIONAL FEES	14,400	14,400	30,000	33,000	36,300	128,100
EQUIPMENT	14,700	61,950	60,000	72,600	72,600	281,860
OCCUPANCY	20,331	114,155	120,000	132,000	145,200	531,606
INSURANCE	8,001	13,362	16,750	18,425	20,268	76,805
TELEPHONE & COMMUNICATIONS	9,000	22,500	28,125	28,125	35,156	122,906
REPAIRS & MAINTENANCE	2,625	6,000	6,000	6,600	7,260	28,485
TOTAL GENERAL & ADMINISTRATIVE:	5,271,522	28,028,483	41,968,239	44,235,643	46,633,108	166,136,996
TOTAL EXPENSES:	7,055,649	32,265,204	47,368,148	50,138,880	53,212,488	190,040,370
NET CASH FLOW:	2,000,851	8,750,796	9,811,862	9,900,120	9,828,462	40,292,060

COMTECH 21, LLC

PROJECTED FIVE YEAR BALANCE SHEET

ASSETS:	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
CASH AND CASH EQUIVALENT	\$1,289,202	\$ 5,071,101	\$ 8,637,210	\$ 11,966,032	\$ 14,973,794
ACCOUNTS RECEIVABLE	2,173,506	9,843,840	13,723,200	14,409,360	15,129,828
TOTAL ASSETS	3,462,762	14,914,941	22,360,410	26,375,392	30,103,622
LIABILITIES AND EQUITY:					
ACCOUNTS PAYABLE & ACCRUED EXPENSES	2,187,251	8,388,953	9,947,311	8,022,221	5,863,374
TOTAL CURRENT LIAB'S	2,187,251	8,388,953	9,947,311	8,022,221	5,863,374
EQUITY					
COMMON STOCK	75,000	75,000	75,000	75,000	75,000
RETAINED EARNINGS	1,200,511	6,450,988	123,338,099	18,278,171	24,175,248
TOTAL EQUITY	1,275,511	6,525,988	12,413,099	18,353,171	24,250,248
TOTAL LIAB'S EQUITY	3,462,762	14,914,941	22,360,410	26,375,392	30,103,622

COMTECH 21, LLC

PROJECTED FIVE YEAR BALANCE SHEET

ASSETS:	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
CASH AND CASH EQUIVALENT	\$1,289,202	\$ 5,071,101	\$ 8,637,210	\$ 11,966,032	\$ 14,973,794
ACCOUNTS RECEIVABLE	2,173,506	9,843,840	13,723,200	14,409,360	15,129,828
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TOTAL CURRENT LIAB'S	2,187,251	8,388,953	9,947,311	8,022,221	5,863,374
EQUITY					
COMMON STOCK	75,000	75,000	75,000	75,000	75,000
RETAINED EARNINGS	1,200,511	6,450,988	123,338,099	18,278,171	24,175,248
TOTAL EQUITY	1,275,511	6,525,988	12,413,099	18,353,171	24,250,248
TOTAL LIAB'S EQUITY	3,462,762	14,914,941	22,360,410	26,375,392	30,103,622

## **COMTECH 21, LLC**

### **PRESIDENT/CEO/CHAIRMAN OF BOARD OF DIRECTORS: RICHARD MINERVINO, SR.**

Mr. Richard Minervino, SR currently serves as President, CEO and Chairman of the Board of Directors of COMTECH 21, LLC. Mr. Minervino has formed several companies in which from 1977 through 1992 have under Mr. Minervino's directions developed a series of sophisticated telecommunications monitoring, network design and cost reduction packages and have also engaged in the resale of their telecommunications services including cellular and long distance billing.

From 1964 to 1979, Mr. Minervino was President of Communications Management Services Corporation and served as a communications consultant. In both of these capacities, he concentrated on developing devices and systems for cost control and reduction to communications expenses.

From 1952 to 1964, Mr. Minervino served with the Southern New England Telephone Company in various technical and sales/marketing positions.

### **VICE PRESIDENT/SECRETARY/DIRECTOR: MARIE MARCARELLI**

Ms. Marcarelli currently serves as Vice President and Secretary of COMTECH 21, LLC. In said position she has responsibility for establishing methods and procedures for all products and services, as well as developing, administering and negotiating client contract. She is also responsible for field operating methods, procedures and manuals, production and updating of the Companies plans, serves as an assistant to the president and has supervisory responsibilities for matters regarding utility inter-and intra-state regulatory procedures.

From 1988 through 1989, she served Mr. Minervino's other companies as director of administration. Ms. Marcarelli was employed from 1972 to 1987 by Southern New England Telephone and SNET Systems.

Ms. Marcarelli attended Albertus Magnus College and is currently attending Central Connecticut State University where she is studying for her Bachelor of Science Degree in business and economics.

### **DIRECTOR OF ADMINISTRATION: SONJA JOHNSON - BYERS**

Ms. Johnson-Byers currently serves as Director of Administration for COMTECH 21, LLC. In said position, she has responsibility dealing with Provisioning, Customer Care and Revenue and Assurance and day to day administration duties.

Ms. Johnson – Byers worked for SNET for twenty (20) years and has kept in the telecommunications for twenty-six (26) years.



## 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 COMTECH 21, LLC, with principal offices at One Barnes Park South, Wallingford, CT 06492. This tariff applies for services furnished within the State of Connecticut. This tariff is on file with the Connecticut Department of Public Utility Control, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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Issued: May 23, 2000

Effective: June 23, 2000

Issued by Marie Marcarelli, Manager  
COMTECH 21, LLC  
One Barnes Park South  
Wallingford, CT 06492

CHECK SHEET

Sheets 1 through 21 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>
1	Original
1.1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original

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Issued: May 23, 2000

Effective: June 23, 2000

Issued by Marie Marcarelli, Manager  
COMTECH 21, LLC  
One Barnes Park South  
Wallingford, CT 06492

TABLE OF CONTENTS

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Section 4 - Rates	17

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Issued: May 23, 2000

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COMTECH 21, LLC  
One Barnes Park South  
Wallingford, CT 06492

Symbols

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

- D - To signify a discontinued rate or regulation
- I - To signify an increase
- M - To signify text relocated without change
- N - To signify a new rate or regulation
- R - To signify a reduction
- T - To signify a change in text but no change in rate or regulation

TARIFF FORMAT

- A. Sheet Numbering – Sheet numbers appear in the upper-right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers – Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4<sup>th</sup> revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence – There are nine levels of paragraph coding. Each level of coding is subordinate to its next higher level:
- 2.
  - 2.1
  - 2.1.1
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.(a)
  - 2.1.1.A.1(a).1
  - 2.1.1.A.(a).1(I)
  - 2.1.1A.1.(a).1(I)(I)
- 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 sheet 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 sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the FPSC.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to a primary carrier's network switching center.

Account Code - An unforced and unverified numerical code which the Customer's User may utilize as an option at additional Company charge to identify the Customer's client for billing purposes and/or to cost allocate calling charges.

Carrier - COMTECH 21, LLC.

Company - COMTECH 21, LLC.

Customer - The person, firm, corporation or other entity which orders and receives COMTECH 21, LLC's service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Day- From 8:00 a.m. up to but not including 5:00 p.m. local time, Monday through Friday.

Equal Access - The offering of the Customer's local telephone company which enables connection of the Subscriber's switched central office lines to the Primary Carrier network utilized by COMTECH 21, LLC.

Evening - From 5:00 p.m. up to but not including 11:00 p.m. local time, Sunday through Friday.

FPSC - Florida Public Service Commission

Holidays- COMTECH 21, LLC' recognized holidays are New Year's Day (January 1), President's day (Feb.), Easter Sunday, Memorial Day, Independence Day (July 4), Labor Day (the first Monday in Sept). Thanksgiving Day (the fourth Thursday in November) and Christmas (December 25). The holiday rate applicable is the night/weekend rate, applies for the entire day, and supersedes other rates.

LEC - Local exchange carrier, the fundamental (regulated) local (central office) telephone service provider to the Customer.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

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Issued: May 23, 2000

Effective: June 23, 2000

Issued by Marie Marcarelli, Manager  
COMTECH 21, LLC  
One Barnes Park South  
Wallingford, CT 06492

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

Postalized – A pricing mechanism offering a flat rate (mileage non-sensitive) per minute.

Primary Carrier – The FCC-authorized and Florida FPSC-approved carrier over whose facilities COMTECH 21, LLC's network calls are actually (physically) carried and/or their applicable agents, representatives, resellers, or other intermediaries.

Subscriber – The customer of COMTECH 21, LLC. The customer subscribes to the services of COMTECH 21, LLC by completing an application for the Company's services and by being accepted as a customer of the Company.

User – The calling party utilizing the services of Carrier.

WATS – Wide Area Transmission Service, the generic term for discounted long distance business services.

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SECTION 2 – RULES AND REGULATIONS2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate Equal Access interexchange services provided by Carrier for telecommunications between points within the State of Florida. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- A. Carrier may, from time to time, offer various enhanced services and information services within the State of Florida. Unless required by the FPSC, such services will not be provided pursuant to contract and will not be governed by this tariff.
- B. Carrier will not offer operator assistance services at this time. The Customer may procure those and other services (e.g. credit cards, incoming call programs, etc.) from the LEC and/or from other carriers or providers.
- 2.1.2 The rates and regulations contained in this tariff apply only to the interexchange services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier. All said lines, facilities, and services are separate and are exclusively the responsibility of the provider and the Customer.

2.2 Use of Services

- 2.2.1 Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

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Issued: May 23, 2000

Effective: June 23, 2000

Issued by Marie Marcarelli COMTECH 21, LLC  
COMTECH 21, LLC  
One Barnes Park South  
Wallingford, CT 06492



SECTION 2 – RULES AND REGULATIONS (CONT'D)2.2 Uses of Services (Cont'd)

- 2.2.3 The Customer's or other user's use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards or other access method is prohibited.
- 2.2.4 Carrier's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 Carrier's service may be denied for nonpayment of charges or for other violations of this tariff.

2.3 Responsibility of the Carrier

- 2.3.1 The Carrier is responsible for processing the prospective Subscriber's application for service and, if the Carrier accepts that application, for working within its manageable limits to engage the Subscriber as a provisioned Customer of the Company. The Customer is responsible for any and all fraudulent usage and associated invoiced charges.  
  
Carrier reserves the right to validate the creditworthiness of prospective Subscriber through bank and trade references and credit card payment history procedures.
- 2.3.2 The Carrier is responsible for the processing of call information supplied by the Primary Carrier and for the rendering of monthly invoices to the Customer and for payment of usage of the Primary Carrier's facilities.
- 2.3.3 The Carrier is responsible for providing responses to applicable questions posed by Customer (Customer Service).
- 2.3.4 The Carrier is responsible to adhere to sound business practices and to the rules and regulations of this tariff, of the Florida FPSC, and of the Federal Communications Commission.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.4 Responsibilities of the Subscriber**

- 2.4.1 The Subscriber is responsible for placing any necessary orders with the Company as it may order them from the LEC, for complying with tariff regulations, and for assuring that users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided to end-users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's numbers which are collect, third party, calling card calls, or any other charges billed to the Customer's account by any other entity (charges are passed through by the Carrier).
- 2.4.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities which the Subscriber requests and which are ordered by Carrier on the Subscriber's behalf.
- 2.4.3 The Subscriber shall assume complete responsibility for the ordering and maintenance of LEC Equal Access central office lines and connections and shall hold Carrier harmless from any claims regarding same.
- 2.4.4 The Subscriber is responsible for payment of the charges set forth in this tariff and for payment on receipt of all usage charges billed by the Company as such usage has been identified by the LEC and/or the Primary Carrier, even if that usage as reported by the Company is disputed by the Customer for any purpose or reason whatsoever. See also Section 2.8, Contested Charges. The Customer is responsible for any and all fraudulent usage and associated invoiced charges.
- 2.4.5 The Subscriber is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.4.6 The Subscriber is for, and is required to enforce responsibility by its Users, for proper use, lawful use, and adherence to the acceptable use standards as may be in effort and/or henceforth promulgated by any prevailing regulatory or governmental entity.

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.4 Responsibilities of the Subscriber (Cont'd)

- 2.4.7 In the event of a breakdown, interruption, or delay of the Carrier's services, the Customer is responsible for the expedited inception of the appropriate alternative call dialing activities necessary to obtain dialtone from another carrier(s), typically by User input of a "10XXX" interexchange carrier bypass code.

2.5 Liability of Carrier

- 2.5.1 Carrier shall not be liable for any Customer loss or damage sustained by reason of any reason of any failure in or breakdown of facilities associated with the Primary Carrier or LEC or for any interruption or delay of services, whatever shall be the cause of such failure, breakdown, or interruption and whether negligent of otherwise and however long it shall last unless the complete causes of said failure, breakdown, interruption or delay are exclusively attributable to the gross negligence of the Carrier. In no event shall Carrier's liability for any service exceed the incurred and paid usage charges applicable under this tariff to such service, and therein only to said service up to the moment when said failure, breakdown, interruption, or delay was first reported to COMTECH 21, LLC until traffic can be routed over another carrier. See Section 2.4.7.
- 2.5.2 Carrier shall be indemnified and saved harmless by any Subscriber, User or by any other entity against claims for libel, slander or the infringement of copyright arising from the material transmitted over its services and against all other claims arising out any act or omission of a Subscriber or of any other entity in connection with the service provided by Carrier.
- 2.5.3 Carrier is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the services of Carrier.
- 2.5.4 Carrier shall not be liable for any consequential or incidental damages or lost profits or opportunity revenues or for any personal injury, or death of any persons, and for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause and whether negligent or otherwise.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.5 Liability of Carrier (Cont'd)

2.5.5 Carrier shall not be liable for and shall be indemnified and held harmless by any subscriber, user or other entity from any and all loss, claims demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or asserted by any subscriber, user or any other entity for any personal injury to, or death of any person or persons, and for any loss damage, defacement or destruction of the premises of any subscriber, user or any other entity or any other property whether owned or controlled by the subscriber, user or others, caused or claimed to have been caused directly or indirectly, by any act or omission of the subscriber, user or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by Carrier which is not the direct result of Carrier's exclusive negligence. No agents or employees of any other entity shall be deemed to be the agents or employees of Carrier.

2.5.6 Carrier shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods, electrical or or mechanical outages, or other catastrophes, national emergencies, insurrection, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.

2.5.7 Carrier is a separate corporation from the Primary Carrier and other companies which may be involved in the provision of services to a Customer. Carrier is responsible and I liable only to the terms set forth above and only for the acts of its own employees.

2.6 Cancellation or interruption of Services

2.6.1 The Customer may cancel service after the minimum 30 day service period upon written notice to the Company and after payment of all charges for all services to the Subscriber.

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Wallingford CT 06492

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SECTION 2 – RULES AND REGULATIONS (CONT'D)2.6 Cancellation or Interruption of Services (Cont'd)

- 2.6.2 Without incurring liability, Carrier may discontinue services to a Subscriber or may withhold the provision of ordered or contracted services:
- A. For nonpayment of any sum due Carrier for more than thirty days after issuance of the amount due.
  - B. For violation of any of the provisions of this tariff.
  - C. By reason of any order or decision of a court, public utility commission or federal regulatory body or other governing authority prohibiting Carrier from furnishing its services.
  - D. Carrier may also discontinue service without notice for any of the following reasons:
    - 1. If a Subscriber or User causes or permits any signals or voltages to be transmitted over Carrier's network in such manner as to cause a hazard or to interfere with Carrier's service to others.
    - 2. If a Subscriber or User uses Carrier's services in a manner to violate the law.
  - E. For any other reason upon 30 days prior written notice to the Subscriber.
  - F. In all other circumstances, Carrier will provide the Subscriber with written notice stating the reason for discontinuance, and will allow the Subscriber not less than 10 days from the date of Customer receipt of notice to remove the cause for discontinuance. In cases of non-payment of charges due, the Subscriber will be allowed at least five days, excluding Saturdays, Sundays and holidays, to make full payment of all invoiced charges
- 2.6.3 Without incurring liability, Carrier may interrupt the provisions of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Subscriber and Carrier's facilities and may continue such interruption until any items of non-compliance or improper operation so identified are rectified.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.6 Cancellation or Interruption of Services (Cont'd)

2.6.2 Without incurring liability, Carrier may discontinue services to a Subscriber or may withhold the provision of ordered or contracted services:

- A. For nonpayment of any sum due Carrier for more than thirty days after issuance of the bill for the amount due.
- B. For violation of any of the provisions of this tariff.
- C. By reason of any order or decision of a court, public utility commission Carrier from furnishing its services.
- D. Carrier may also discontinue service without notice for any of the following reasons:
  - 1. If a Subscriber or User causes or permits any signals or voltages to be transmitted over Carrier's network in such manner as to cause a hazard or to interfere with Carrier's service to others.
  - 2. If a Subscriber or User uses Carrier's services in a manner to violate the law
- E. For any other reason upon 30 days prior written notice to the Subscriber.
- F. In all other circumstances, Carrier will provide the Subscriber with written notice stating the reason for discontinuance, and will allow the Subscriber not less than 10 days from the date of Customer receipt of notice to remove the cause for discontinuance. In cases of non-payment of charges due, the Subscriber will be allowed at least five days, excluding Saturdays, Sundays and holidays, to make full payment of all invoiced charges.

2.6.3 Without incurring liability, Carrier may interrupt the provisions of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Subscriber and Carrier's facilities and may continue such interruption until any items of non-compliance or improper operation so identified are rectified.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.6 Cancellation or Interruption of Services (Cont'd)

2.6.4 Service may be discontinued by Carrier, without notice to the Subscriber, by blocking traffic to certain counties, cities, or exchanges, or by blocking calls using certain customer authorization codes, when Carrier deems it necessary to take such action to prevent unlawful use of its service. Carrier will restore service as soon as it can be provided without undue risk.

2.7 Billing Arrangements

2.7.1 Unless otherwise arranged in writing by both the Customer and Carrier, the Subscriber shall be obligated to pay all charges as invoiced upon receipt of bill. The Subscriber agrees to pay all charges within 30 days of the date of the invoice. See also Section 2.9, Contested Charges.

2.7.2 All current charges not paid within 30 days of the date on the invoice shall be considered overdue and shall be assessed a 1.5% per month (or part thereof) finance charge. Payments made by the Customer to the Carrier will be credited against the oldest charges outstanding.

2.8 Contested Charges

Any charges not disputed by the Subscriber in writing by Certified Mail within twenty (20) days following the date on the invoice shall be considered acceptable (uncontestable) by the Subscriber. All bills are presumed accurate, and the responsibility (see Section 2.4.4.) for payment of any usage reported by the Primary Carrier as attributed to the Customer shall be absolutely binding on the Subscriber. The Carrier will initiate an investigation of the disputed usage and/or charges. If an objection (contested charges) is received by the Carrier within twenty days after the date on the invoice, and in the case of a billing dispute which cannot be settled with mutual satisfaction between the Subscriber and the carrier, the Subscriber can take the following course of action within 30 days of the billing date.

SECTION 2 – RULES AND REGULATIONS (CONT'D)2.8 Contested Charges (Cont'd)

2.8.1 First, the Subscriber may request, and the Carrier will provide, an in-depth written review of the disputed amount or usage.

2.8.2 Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of the Carrier, the Subscriber may file an appropriate complaint with the Florida Public Service Commission.

2.9 Billing Entity Conditions

When billing functions on behalf of Carrier or for any other services rendered to the Subscriber are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2.10 Deposits and Advance Payments

Carrier does not require a deposit or advance payment from the Subscriber.

2.11 Taxes

All federal, state and local sales, use, and similar or other taxes, are billed as separate line items and are not included in the quoted rates below.

2.12 Service Charges

The Carrier reserves the right to revise its services as technical, regulatory and/or market forces so require.



SECTION 3 – DESCRIPTION OF THE COMTECH 21, LLC SERVICE3.1 COMTECH 21, LLC Service Offerings

The Carrier provides outbound, switched, Equal-Access, intrastate and domestic (interstate) and international voice long distance resale telecommunications services to small-to-medium sized businesses. The applicable rates for these services are set forth in Section 4 of this tariff. See Section 1 for descriptions of COMTECH 21, LLC service offering(s).

3.2 Timing of Calls

The Customer's long distance usage charge is based on the actual usage of COMTECH 21, LLC's network. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the Primary Carrier's switch or the software utilizing audio tone detection. All call activity billed by COMTECH 21, LLC in Florida is hardware answer-supervised and thus constitutes in each case a completed call.

3.3 Directory Assistance

Through capabilities of the network of the Primary Carrier, the Company does offer directory assistance services to its Customer within the allowed areas of termination of its services.

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**SECTION 4 - RATES**

This section sets forth the rates and charges applicable to Carrier's Service offering(s).

The total charge for each completed call consists of two charge elements (except) as otherwise provided herein): initial charge for the first 6 seconds and an additional charge for each 6 seconds or part thereof. The per call charge is calculated as a function of the duration of the initial period (minimum 6 seconds) plus the remaining number (if any) of subsequent periods (6 seconds, or 0.1) multiplied by the appropriate rate per minute (distance and time of day), and the arithmetic product is rounded up to the next cent.

No COMTECH 21, LLC volume discount applies to intrastate calls.

**4.1 Usage Charges**

COMTECH 21, LLC Long Distance

State: FLORIDA

Intrastate
------------

**Plan A  
Switched Intrastate outbound**

First 6 Seconds	0.1079
Each Additional 6 Seconds	0.1079

**Plan B**

First 6 Seconds	0.1240
Each Additional 6 Seconds	0.1240

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**SECTION 4 - RATES (CONT'D)****Plan C**

First 6 Seconds	0.1458
Each Additional 6 Seconds	0.1458

**Plan A****Switched Interstate outbound**

First 6 Seconds	0.0690
Each Additional 6 Seconds	0.0690

**Plan B**

First 6 Seconds	0.0750
Each Additional 6 Seconds	0.0750

**Plan C**

First 6 Seconds	0.0790
Each Additional 6 Seconds	0.0790

**Plan A****Switched Intrastate inbound**

First 6 Seconds	0.1042
Each Additional 6 Seconds	0.1042

**Plan B**

First 6 Seconds	0.1197
Each Additional 6 Seconds	0.1197

**Plan C**

First 6 Seconds	0.1407
Each Additional 6 Seconds	0.1407

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**SECTION 4 - RATES (CONT'D)****Plan A****Switched Interstate inbound**

First 6 Seconds	0.0690
Each Additional 6 Seconds	0.0690

**Plan B**

First 6 Seconds	0.0750
Each Additional 6 Seconds	0.0750

**Plan C**

First 6 Seconds	0.0790
Each Additional 6 Seconds	0.0790

**Plan A****Dedicated Intrastate outbound**

First 6 Seconds	0.0584
Each Additional 6 Seconds	0.0584

**Plan B**

First 6 Seconds	0.0672
Each Additional 6 Seconds	0.0672

**Plan C**

First 6 Seconds	0.0789
Each Additional 6 Seconds	0.0789

**SECTION 4 - RATES (CONT'D)****Plan A****Dedicated Interstate outbound**

First 6 Seconds	0.0325
Each Additional 6 Seconds	0.0325

**Plan B**

First 6 Seconds	0.0373
Each Additional 6 Seconds	0.0373

**Plan C**

First 6 Seconds	0.0439
Each Additional 6 Seconds	0.0439

**Plan A****Dedicated Intrastate inbound**

First 6 Seconds	0.0666
Each Additional 6 Seconds	0.0666

**Plan B**

First 6 Seconds	0.0766
Each Additional 6 Seconds	0.0766

**Plan C**

First 6 Seconds	0.0900
Each Additional 6 Seconds	0.0900

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**SECTION 4 - RATES (CONT'D)****Plan A****Dedicated Interstate inbound**

First 6 Seconds	0.0325
Each Additional 6 Seconds	0.0325

**Plan B**

First 6 Seconds	0.0373
Each Additional 6 Seconds	0.0373

**Plan C**

First 6 Seconds	0.0439
Each Additional 6 Seconds	0.0439

Calls charged are calculated per call and rounded up to the nearest whole cent.

**4.2 Directory Assistance**

Directory assistance calls are charged at \$.55 per inquiry.

**4.3 Account Code Option**

COMTECH 21, LLC will charge a fee of \$15.00 per month for the account code feature.

- 4.4.1 COMTECH 21, LLC installation fee or deposit is applicable.
- 4.4.2 Monthly recurring charge - \$2.95 Special Plan
- 4.4.3 Returned Check Charge – \$25. 00
- 4.4.4 Re-connection (after disconnection) charge is applicable.

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