

ORIGINAL

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

3000 K STREET, NW, SUITE 300
WASHINGTON, DC 20007-5116
TELEPHONE (202) 424-7500
FACSIMILE (202) 424-7645

NEW YORK OFFICE
THE CHRYSLER BUILDING
405 LEXINGTON AVENUE
NEW YORK, NY 10174

October 25, 2001

VIA OVERNIGHT MAIL

Blanca S. Bayo, Director
Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Check received in full and
forwarded to [unclear] account.
Fiscal to forward copy of check
to RAR with [unclear] receipt.
Initial of person who forwarded check:

011388-TI

Re: Application of Chernow Communications, Inc. for Authority to Provide
Interexchange Telecommunications Services Within the State of Florida

Dear Ms. Bayo:

Enclosed for filing on behalf of Chernow Communications, Inc. d/b/a C-COM ("C-COM"), please find an original and six (6) copies of C-COM's application for authority to provide interexchange telecommunications services between points within the State of Florida. Also enclosed is a check in the amount of \$250.00 to cover the application fee.

Please date stamp the enclosed extra copy of this filing and return it in the self-addressed, postage paid envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact me.

Respectfully submitted,



Grace R. Chiu

Counsel for
Chernow Communications, Inc.

Enclosures

cc: Fred Chernow
Andrew D. Lipman (wo/ encl.)

388918.1

RECEIVED & FILED
R&M
FPSC-BUREAU OF RECORDS

01 OCT 26 AM 9:07

DISTRIBUTION CENTER DOCUMENT NUMBER-DATE

13572_OCT 26 2001

FPSC-COMMISSION CLERK

Florida (FL) IXC Application (Chernow)

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

DIVISION OF REGULATORY OVERSIGHT
CERTIFICATION SECTION

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

011388-TI

Instructions

- ◆ This form is used as an application for an original certificate and for approval of the 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 Page 16).
- ◆ 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 Regulatory Oversight
Certification Section
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6480**

1. This is an application for $\sqrt{\quad}$ (check one):
- Original certificate** (new company).
 - Approval of transfer of existing certificate:** Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.
 - Approval of assignment of existing certificate:** Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.
 - 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:

Chernow Communications, Inc. ("C-COM" or "Applicant")

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

C-COM

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

4745 Walnut Street, Suite 300

Boulder, Colorado 80301

Telephone: (303) 938-1417 Facsimile: (303) 938-1461

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

C-COM does not presently maintain an office in Florida.

6. Select what type of business your company will be conducting (check all that apply):
- () **Facilities-based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
 - () **Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
 - () **Reseller** - company has or plans to have one or more switches, but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
 - () **Switchless Rebiller** - company has no switch or transmission facilities, but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount, but generally below the rate end users would pay for unaggregated traffic.
 - () **Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers, then offers the resold service by enrolling unaffiliated customers.
 - () **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
- () Foreign Corporation
- () General Partnership
- () Other: Limited Liability Company
- () Corporation
- () Foreign Partnership
- () Limited Partnership

8. **If individual**, provide:

Name: NOT APPLICABLE.

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:**

NOT APPLICABLE.

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

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

F01000000857. Attached as Exhibit 1 are C-COM's Amended and Restated Articles of Incorporation and C-COM's authority to transact business in the State of Florida.

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:**

Attached as Exhibit 2 is C-COM's Application for Registration of "C-COM" as a fictitious name. Upon receipt of the fictitious name registration number, C-COM will notify the Commission of the assigned number.

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

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

NOT APPLICABLE.

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

Name: NOT APPLICABLE.

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:** NOT APPLICABLE.

15. Provide **F.E.I. Number** (if applicable): 84-1204478

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?

C-COM will directly bill its customers for telecommunications services provided in Florida.

17. Who will receive the bills for your service?

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

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

(a) The application:

Name: Grace R. Chiu

Title: Regulatory Counsel; Swidler Berlin Shereff Friedman, LLP

Address: 3000 K Street, N.W., Suite 300

City/State/Zip: Washington, D.C. 20007-5116

Telephone No.: (202) 424-7500 **Fax No.:** (202) 424-7645

Internet E-Mail Address: GRChiu@swidlaw.com

Internet Website Address: www.swidlaw.com

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

Name: Fred Chernow

Title: President

Address: 4745 Walnut Street, Suite 300

City/State/Zip: Boulder, Colorado 80301

Telephone No.: (303) 938-1417 **Fax No.:** (303) 938-1461

Internet E-Mail Address: FChernow@c-comld.com

Internet Website Address: Not available.

(c) Complaints/Inquiries from customers:

Name: Fred Chernow

Title: President

Address: 4745 Walnut Street, Suite 300

City/State/Zip: Boulder, Colorado 80301

Telephone No.: (303) 938-1417 **Fax No.:** (303) 938-1461

Internet E-Mail Address: FChernow@c-comld.com

Internet Website Address: Not available.

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

C-COM has operated as an interexchange telecommunications company in Arizona, Colorado, Louisiana, Minnesota, Pennsylvania, and Texas.

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

None.

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

C-COM is certificated or otherwise authorized to operate as an interexchange telecommunications company in Arizona, Colorado, Louisiana, Minnesota, Pennsylvania and Texas.

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

C-COM has not 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.

C-COM 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 C-COM's officers, directors, or ten largest stockholders have previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or crime, nor are any proceedings concerning such actions pending.

- (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.

ComTel Computer Corp. ("ComTel")

- Fred Chernow is President, a director and the majority stockholder of C-COM. Mr. Chernow previously was an officer, a director and a stockholder of ComTel. After another company acquired ComTel, Mr. Chernow ceased to be associated with ComTel.
- Marlane Twiford is Treasurer of C-COM. Ms. Twiford previously served as an officer of ComTel. When Ms. Twiford joined C-COM, Ms. Twiford ceased to be an officer of ComTel.

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

a. _____

MTS with distance sensitive per minute rates

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

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

- _____ 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).

Please see Exhibit 5.

23. Submit the following:

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

Please see Exhibit 3.

B. 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 Exhibit 3.

C. Financial capability.

Please see Exhibit 4.

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;
2. income statement; and
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.*

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 Exhibit 4.

2. **A written explanation** that the applicant has sufficient financial capability to maintain the requested service.

Please see Exhibit 4.

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

Please see Exhibit 4.

ATTACHMENTS

- **Applicant Acknowledgement Statement**
- **Applicant Statement: Customer Deposits and Advance Payments**
- **Affidavit**
- **Applicant Statement: Current Florida Intrastate Services**
- **Certificate Transfer or Assignment Statement**

EXHIBITS

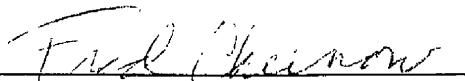
- | | |
|------------------|---|
| EXHIBIT 1 | Articles of Incorporation and Certificate of Authority to Transact Business |
| EXHIBIT 2 | Application for Registration of Fictitious Name |
| EXHIBIT 3 | Managerial and Technical Capability |
| EXHIBIT 4 | Financial Qualifications Written Statement and Financial Statements |
| EXHIBIT 5 | Proposed Tariff |

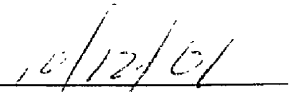
THIS PAGE MUST BE COMPLETED AND SIGNED

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. **COMMUNICATIONS SERVICES TAX:** I understand that all Communications Services Providers must remit the Communications Services Tax on retail sales of communications services, exempt for retail sales transactions that are exempt under Florida law.
3. **APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL


Fred Chernow


Date

President, Chernow Communications, Inc. d/b/a/ C-COM

4745 Walnut Street, Suite 300

Boulder, Colorado 80301

Telephone: (303) 938-1417 Facsimile: (303) 938-1461

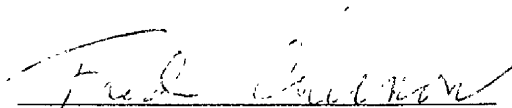
THIS PAGE MUST BE COMPLETED AND SIGNED

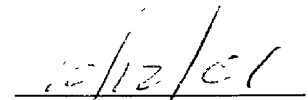
CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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


Fred Chernow


Date

President, Chernow Communications, Inc. d/b/a/ C-COM

4745 Walnut Street, Suite 300

Boulder, Colorado 80301

Telephone: (303) 938-1417

Facsimile: (303) 938-1461

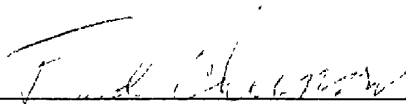
THIS PAGE MUST BE COMPLETED AND SIGNED

AFFIDAVIT

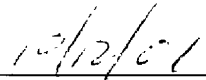
By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide interexchange telecommunications service in the 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



Fred Chernow



Date

President, Chernow Communications, Inc. d/b/a/ C-COM

4745 Walnut Street, Suite 300

Boulder, Colorado 80301

Telephone: (303) 938-1417 Facsimile: (303) 938-1461

CURRENT FLORIDA INTRASTATE SERVICES

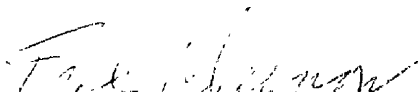
Applicant **has** () or **has not** (✓) previously provided intrastate telecommunications in Florida.

If the answer is has, fully describe the following:

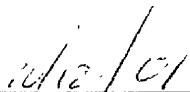
- a) What services have been provided and when did these services begin?

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

UTILITY OFFICIAL



Fred Chernow



Date

President, Chernow Communications, Inc. d/b/a/ C-COM

4745 Walnut Street, Suite 300

Boulder, Colorado 80301

Telephone: (303) 938-1417

Facsimile: (303) 938-1461

CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT

*** NOT APPLICABLE. C-COM IS APPLYING FOR ORIGINAL AUTHORITY.**

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

Print Name

Signature

Title

Date

Telephone Number

Fax No.

Address: _____

EXHIBIT 1

Articles of Incorporation

And

Certificate of Authority to Transact Business

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
CHERNOW COMMUNICATIONS INC.

The name of the Corporation is Chernow Communications Inc. The Amended and Restated Articles of Incorporation contained herein were adopted by the unanimous votes of the Board of Directors and Shareholders on November 17, 1994. The number of shares voted for the Amended and Restated Articles of Incorporation was sufficient for approval. These Amended and Restated Articles of Incorporation correctly set forth the provisions of the Articles of Incorporation, as amended, and supersede the original Articles of Incorporation and all amendments and supplements thereto.

ARTICLE I

Name

The name of the Corporation is Chernow Communications Inc.

ARTICLE II

Purpose and Powers

The purpose for which the Corporation is organized is to transact all lawful business for which corporations may be incorporated pursuant to the Colorado Business Corporation Act.

ARTICLE III

Capital Stock

3.1 Authorized Shares. The Corporation shall have authority to issue 1,000,000 shares of a single class of common stock.

3.2 Preemptive Rights. Shareholders shall not have the preemptive right to acquire additional unissued or treasury shares of the Corporation or securities convertible into shares or carrying stock purchase warrants or privileges.

3.3 Cumulative Voting. Cumulative voting shall not be used in the election of directors or for any other purpose.

3.4 Transfer Restrictions. The Corporation shall have the right by appropriate action to impose restrictions upon the transfer of any shares of its common stock, or any interest therein, from time to time issued, provided that such restrictions, or notice thereof, shall be set forth upon the face or back of the certificates representing such shares of common stock.

3.5 Majority Vote. Where the Colorado Business Corporation Act requires the affirmative vote or concurrence in any action by the holders of two-thirds of the outstanding shares, series, or class of shareholders entitled to vote thereon, such action may be taken by the vote or concurrence of a simple majority of such shares, series, or class thereof.

ARTICLE IV

Registered Office and Registered Agent

The address of the registered office of the Corporation is 900 28th Street, Suite 103, Boulder, Colorado 80303.

The name of the registered agent of the Corporation at such address is Fred Chernow.

ARTICLE V

Principal Office

The address of the principal office of the Corporation is 900 28th Street, Suite 103, Boulder, Colorado 80303.

ARTICLE VI

Board of Directors

The Board of Directors of the Corporation shall consist of at least one individual who is to serve as the director of the Corporation until his successors are elected and qualified.

ARTICLE VII

Indemnification

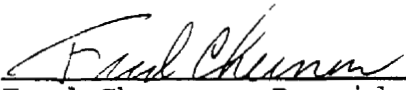
The Corporation shall indemnify, to the maximum extent permitted by law, any person who is or was a director, officer, agent, fiduciary, or employee of the Corporation against any claim, liability, or expense arising against or incurred by such person made party to a proceeding because he is or was a director, officer, agent, fiduciary, or employee of the Corporation or because he is or was serving another entity as a director, officer, partner, trustee, employee, fiduciary, or agent at the Corporation's request. The Corporation shall further have the authority to the maximum extent permitted by law to purchase and maintain insurance providing indemnification to such persons for such liabilities, whether or not the Corporation would have the power to indemnify the person against the same liability under the Colorado Business Corporation Act.

ARTICLE VIII

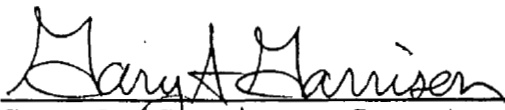
Limitation of Liability

There shall be no personal liability of a director to the Corporation or to its shareholders for monetary damages for breach of fiduciary duty as a director, except that said personal liability shall not be eliminated to the Corporation or to the shareholders for monetary damages arising due to (i) any breach of the director's duty of loyalty to the Corporation or to the shareholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) voting for or assenting to a distribution in violation of C.R.S. § 7-106-401, or (iv) any transaction from which a director derived an improper personal benefit. Nothing contained herein will be construed to deprive any director of any right he may have for contribution from any other director or other person. Notwithstanding any other provisions herein, personal liability of a director shall be eliminated to the greatest extent possible as is now, or in the future, provided for by law.

IN WITNESS WHEREOF, we, the undersigned, being natural persons over the age of 18 years, being the President and Secretary, respectively, of the Corporation, have executed said Amended and Restated Articles of Incorporation as of the 17 day of November, 1994.



Fred Chernow, President



Gary A. Garrison, Secretary

STATE OF COLORADO)
COUNTY OF Boulder) ss.

I, the undersigned, a Notary Public duly commissioned to take acknowledgments and administer oaths in the State of Colorado, certify that Fred Chernow, being the President of Chernow Communications Inc., personally appeared before me and swore to the truth of the facts herein stated.

WITNESS my hand and official seal this 17th day of November, 1994.

My Commission expires:

My Commission Expires June 14, 1998
2935 Baseline Road • Boulder, CO • 80303

Judith Gull
Notary Public
NOV. 17, 1994

State of Florida



Department of State

I certify the attached is a true and correct copy of the application by CHERNOW COMMUNICATIONS, INC., a Colorado corporation, authorized to transact business within the State of Florida on February 14, 2001 as shown by the records of this office.

The document number of this corporation is F01000000857.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Fourteenth day of February, 2001



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

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

FILED
01 FEB 14 AM 11:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1. Chernow Communications, Inc.
(Name of corporation; must include the word "INCORPORATED", "COMPANY", "CORPORATION" 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. Colorado 3. 84-1204478
(State or country under the law of which it is incorporated) (FEI number, if applicable)

4. May 12, 1992 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. 4745 Walnut Street, #300, Boulder, CO 80301-2537

(Current mailing address)

8. Telecommunications services provider.
(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 East Park Avenue

Tallahassee, Florida, 32301
(Zip code)

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.

NRAI Services, Inc.
Tina Leland
Tina Leland (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: _____

FILED
FEB 12 AM 11:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

President: Please see attached addendum.

Address: _____

Vice President: _____

Address: _____

Secretary: _____

Address: _____

Treasurer: _____

Address: _____

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

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

14. Marlane K. Twiford, Treasurer
(Typed or printed name and capacity of person signing application)

ADDENDUM
OF
CHERNOW COMMUNICATIONS, INC.

FILED
01 FEB 14 AM 11:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CORPORATE OFFICERS:

President	Fred Chernow	4745 Walnut Street Suite 300 Boulder, CO 80301
Secretary	Gary Garrison	4745 Walnut Street Suite 300 Boulder, CO 80301
Treasurer	Marlane K. Twiford	4745 Walnut Street Suite 300 Boulder, CO 80301

DIRECTORS:

Chairman	Fred Chernow	4745 Walnut Street Suite 300 Boulder, CO 80301
Director	Gary Garrison	4745 Walnut Street Suite 300 Boulder, CO 80301
Director	Robert Geller	4745 Walnut Street Suite 300 Boulder, CO 80301

EXHIBIT 2

Application for Registration of Fictitious Name

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

Note: Acknowledgements/certificates will be sent to the address in Section 1 only.

Section 1

1. C-COM
Fictitious Name to be Registered

2. 4745 Walnut St., Suite 300
Mailing Address of Business

Boulder CO 80301-2537
City State Zip Code

3. Florida County of principal place of business: N/A

4. FEI Number: 84-1204478

This space for office use only

Section 2

A. Owner(s) of Fictitious Name If Individual(s): (Use an attachment if necessary):

1. _____ Last First M.I.	2. _____ Last First M.I.
_____ Address	_____ Address
_____ City State Zip Code	_____ City State Zip Code
SS# _____ - _____ - _____ (optional)	SS# _____ - _____ - _____ (optional)

B. Owner(s) of Fictitious Name If other than individuals(s): (Use attachment if necessary):

1. <u>Chernow Communications, Inc.</u> Entity Name	2. _____ Entity Name
<u>4745 Walnut St., Suite 300</u> Address	_____ Address
<u>Boulder</u> <u>CO</u> <u>80301-2537</u> City State Zip Code	_____ City State Zip Code
Florida Registration Number <u>FO1000000857</u>	Florida Registration Number _____
FEI Number: <u>84-1204478</u>	FEI Number: _____
<input type="checkbox"/> Applied for <input type="checkbox"/> Not Applicable	<input type="checkbox"/> Applied for <input type="checkbox"/> Not Applicable

Section 3

I (we) the undersigned, being the sole (all the) party(ies) owning interest in the above fictitious name, certify that the information indicated on this form is true and accurate. I (we) understand that the signature(s) below shall have the same legal effect as if made under oath. (At Least One Signature Required)

<u>Maulana K Swiford, Treasurer 10/3/01</u> Signature of Owner Date	_____ Signature of Owner Date
Phone Number: <u>(303) 938-1417</u>	Phone Number: _____

Section 4

FOR CANCELLATION COMPLETE SECTION 4 ONLY:
FOR FICTITIOUS NAME OR OWNERSHIP CHANGE COMPLETE SECTIONS 1 THROUGH 4:

I (we) the undersigned, hereby cancel the fictitious name _____
_____, which was registered on _____ and was assigned registration number _____

_____ Signature of Owner Date	_____ Signature of Owner Date
----------------------------------	----------------------------------

Mark the applicable boxes Certificate of Status - \$10 Certified Copy - \$30
Filing Fee: \$50

EXHIBIT 3

Managerial and Technical Capability

C-COM's officers have the managerial and technical ability to provide the resold interexchange telecommunications services that Applicant intends to offer in Florida. Specifically, C-COM's President and Vice-President both have over 20 years experience in the telecommunications industry. Brief descriptions of the managerial and technical abilities of these officers follow.

Fred Chernow

Professional Experience

C-COM, July 1992- Present

Position: Founder and President

Duties: Developed and implemented the business plan.

ComTel Computer Corp., July 1988 – February 1991

Position: Founder and President

Business: Alternative Operator Service Provider

Duties: Developed and implemented the business plan. Hired all key personnel. Brought the company's product to market in six months. Business grew to \$6 million per year in 18 months following product introduction and was profitable.

Chernow Communications, Inc., January 1980 – August 1986

Position: Founder and President

Business: Provider of call accounting and long distance telephone services to the hospitality industry.

Duties: Developed and implemented business plan. Hired all key personnel. Arranged the sale of the company to ITT in 1984. Remained as general manager and grew the business to \$48 million per year over next two and one-half years. Became second largest provider of long distance services to the U.S. hospitality industry.

University of Colorado, September 1966 – August 1979

Position: Professor of Electrical Engineering

Duties: Taught graduate courses in the Telecommunications Program and graduate and undergraduate course in Electrical Engineering. Was the interim director of the University's computing center. Directed a large research laboratory in the Department of Electrical Engineering. Redesigned and implemented the University's long distance telephone system to reduce cost and eliminate the need for University Operators.

Massachusetts Institute of Technology, September 1963 – August 1966

Position: Regular Assistant Professor of Electrical Engineering

Duties: Taught graduate and undergraduate courses in the Department of Electrical Engineering.

Massachusetts Institute of Technology, September 1961 – August 1963

Position: Ford Fellow Assistant Professor of Electrical Engineering

Duties: Taught graduate and undergraduate courses in the Department of Electrical Engineering.

Massachusetts Institute of Technology, July 1960 – August 1961

Position: Post Doctoral Fellow in Electrical Engineer

Duties: Performed research on dielectric materials.

Consulting

Provided consulting services for: IBM, Varian Associates, Coors Porcelain, Arthur D. Little, Electro-Tec of Ormand Beach, Florida, KDI of Cincinnati, Ohio, Sacher Technic Wein of Vienna Austria and dozens of smaller companies.

Research

Publishes over twenty papers for referred journals. Gave invited papers and lectures throughout the free world. Was selected to head the first Symposium on Ion Implantation between the U.S. and Japan. Was invited to lecture in China. Headed the International Committee on Ion Implantation.

Education

Ph.D., Physics, New York University, NYC

BA, Physics, Brooklyn College, NYC

GARY G. GARRISON

Professional Experience

C-COM, Boulder, CO, July 1992 – Present

Position: Founder and Vice President of Operations

Duties: Responsible for all technical aspects of the business including the billing system, customer service and installations.

ComTel Computer Corp. Boulder, CO., September 1988 – June 1994

Position: Vice President of Research and Development

Business: Alternative Operator Service Provider

Duties: Responsible for the development of the ComTel bong box which was eventually installed in over 500 hotels. Designed and maintained the billing system. Headed up a team of 12 programmers and operations personnel.

Plymouth State College, Plymouth, NH, September 1984 – August 1988

Position: Assistant professor, Department of Computer Sciences

Colorado Mountain College, Glenwood Springs, CO, September 1983 – August 1984

Position: Associate Professor, Computer Science/Data Processing

Chernow Communications, Inc., Boulder, CO, April 1980 – August 1983

Position: Vice President of Operations

Business: Provider of call accounting systems and long distance telephone services to the hospitality industry.

Duties: Conceived and managed the development of the first call accounting system used in the hotel industry. This system preceded modern micro computers and was built around an S100 bus computer using CPM as an operating system and Pascal Z as a programming language. All of today's modern call accounting systems replicate the basic structure and functions that were built into the original Chernow Communications design.

Bell Telephone Laboratories, Denver, CO, January 1977 – March, 1980

Position: Member of the Technical Staff

Duties: Worked on the team that developed the AT&T Dimension PBX.

Education

MS, Computer Science, University of Colorado, Boulder, CO

BA Mathematics, University of Northern Colorado, Greeley, CO

AS, Mathematics, Mesa College, Grand Junction, CO

Graduate work in Telecommunications, University of Colorado, Boulder, CO

EXHIBIT 4

**Request for Proprietary and Confidential Treatment
Of Exhibit 4**

Explanation of C-COM's Financial Qualifications

and

Financial Statements

EXHIBIT 5

Proposed Tariff

TITLE SHEETFLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Chernow Communications, Inc. d/b/a C-COM ("Carrier"), with principal offices at 4745 Walnut Street, Suite 300, Boulder, CO 80301. This tariff applies for services furnished 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 Carrier's principal place of business.

Issued: October 26, 2001

Issued By: Fred Chernow, President
4745 Walnut Street, Suite 300
Boulder, Colorado 80301

Effective:

CHECK SHEET

The pages of this tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original tariff and are in effect on the date shown.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	29	Original
2	Original	30	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		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		

Issued: October 26, 2001

Effective:

Issued By: Fred Chernow, President
4745 Walnut Street, Suite 300
Boulder, Colorado 80301

Table of Contents

Title Sheet 1

Check Sheet 2

Table of Contents 3

Symbol Sheet 4

Tariff Format Sheet 5

Section 1 - Technical Terms and Abbreviations 6

Section 2 - Rules and Regulations..... 10

Section 3 - Description of Services Offered.....25

Section 4 - Rates and Charges.....28

Issued: October 26, 2001

Effective:

Issued By: Fred Chernow, President
4745 Walnut Street, Suite 300
Boulder, Colorado 80301

SYMBOL SHEET

The following symbols shall be used in this Tariff for the purpose indicated below:

- D - Delete or Discontinue.
- I - Change Resulting In An Increase to A Customer's Bill.
- M - Moved From Another Tariff Location.
- N - New.
- R - Change Resulting In A Reduction To A Customer's Bill.
- T - Change In Text Or Regulation But No Change In Rate or Charge.

Issued: October 26, 2001

Issued By: Fred Chernow, President
4745 Walnut Street, Suite 300
Boulder, Colorado 80301

Effective:

TARIFF FORMAT SHEET

- 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 12 and 15 would be 12.1.
- B. **Sheet Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 2nd revised Sheet 12 cancels the 3rd revised Sheet 12. Because of various suspension periods, deferrals, etc, the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1
 - 2.1.1.A.
 - 2.1.1.A.1
 - 2.1.1.A.1. (a) .
 - 2.1.1.A.1. (a) .I.
 - 2.1.1.A.1. (a) .I. (i)
 - 2.1.1.A.1. (a) .I. (i) .(1)
- D. **Check Sheets** – When a tariff filing is made with Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

Issued: October 26, 2001

Effective:

Issued By: Fred Chernow, President
4745 Walnut Street, Suite 300
Boulder, Colorado 80301

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this tariff are described below.

Calls

Telephone messages completed by Customers.

Carrier

Chernow Communications, Inc. d/b/a C-COM.

Charges

Monthly recurring and nonrecurring amounts billed to Customers for services.

Commission

The Florida Public Service Commission.

Customer

Any person, firm, association, corporation, agency of the federal, state, or local government, or legal entity responsible by law for payment of rates and charges and for compliance with the regulations of Carrier.

Customer Contract

A written agreement between the Customer and Carrier containing or referring to the rates and regulations applicable to the service being provided.

Customer Premises Equipment

All terminal equipment normally used on the Customer's premises. This equipment may be Customer-owned, or may be owned by Carrier or another supplier and leased to the Customer.

Delinquent or Delinquency

An account for which an uncontested bill or payment agreement for regulated services has not been paid in full on or before the last day for timely payment. This term may also apply to a contested bill for which the Commission finds the Customer's complaint to be without merit.

Disconnect or Disconnection

The disabling of circuitry to prevent outgoing and/or incoming calls.

Discontinue or Discontinuance

Suspension and/or disconnection.

Issued: October 26, 2001

Issued By: Fred Chernow, President
4745 Walnut Street, Suite 300
Boulder, Colorado 80301

Effective:

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Due Date

The last day for payment of a bill without unpaid amounts being considered delinquent or subject to additional collection efforts. The due date may be designated by “due by,” “pay by,” “if paid by,” or other such language on the Customer’s bill.

Exchange

A unit established for the administration of local communication services.

Exchange Service

A local communications service furnished by means of local exchange plant and facilities.

Explanation of Acronyms and Trade Names

BOC = Bell Operating Carrier

DA = Directory Assistance

EAS = Extended Area Service

FCC = Federal Communications Commission

LATA = Local Access Transport Area

NPA = Numbering Plan Area, more commonly known as Area Code

SNI = Standard Network Interface

Issued: October 26, 2001

Effective:

Issued By: Fred Chernow, President
4745 Walnut Street, Suite 300
Boulder, Colorado 80301

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Extended Area Service or EAS

Telephone service, offered at a flat local rate, between Customers located within an exchange area and all Customers in an additional exchange area or areas.

Individual Case Basis

The application of a rate, charge, or condition of the tariff as determined by individual circumstances.

Inside Station Wiring or Inside Wiring

Wiring on the premises beyond the demarcation point.

Interexchange Service

The provision of intrastate telecommunications services and facilities between local exchanges, excluding EAS.

InterLATA Service

The completion of calls between Local Access Transportation Areas.

IntraLATA Service

The completion of calls between points within the boundaries of a Local Access Transportation Area.

Local Access Transportation Area or LATA

A geographic area within which Bell Operating Companies are permitted to offer interexchange service. These areas were established as a result of the break-up of the former Bell System.

Local Exchange Utility or Local Utility

A telephone utility that provides local service under a tariff filed with the Commission. The utility may also provide other services and facilities.

Issued: October 26, 2001

Issued By: Fred Chernow, President
4745 Walnut Street, Suite 300
Boulder, Colorado 80301

Effective:

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Local Service

Telephone service furnished between points located within an area where there is no toll charge.

Message

A telephone call made by a Customer.

Month

For billing purposes, a month is considered to have thirty (30) days.

Public Safety Answering Point

A communications facility operated on a twenty-four (24) hour basis and serving participating jurisdictions that initially receives 911 calls and either directly dispatches emergency response services or relays the calls to the appropriate public safety agency.

Rates

The usage amounts billed to Customers for regulated services and/or equipment.

Suspend or Suspension

To disconnect or impair a service temporarily in order to disable either outgoing or incoming calls or both.

Timely Payment

A payment of the Customer's account made on or before the due date shown on a current bill for rates and charges or by an agreement between the Customer and Carrier for a series of partial payments to settle a delinquent account.

Issued: October 26, 2001

Issued By: Fred Chernow, President
4745 Walnut Street, Suite 300
Boulder, Colorado 80301

Effective:

SECTION 2 – REGULATIONS AND REGULATIONS**2.1 Undertaking of the Carrier**

Pursuant to this tariff, Carrier undertakes to provide within the state regulated interLATA and intrastate intraLATA interexchange services described in Section 3.0. Service will be provided on a statewide basis.

2.1.1 Application

This tariff contains the rates and regulations applicable to regulated intrastate interexchange services provided by Carrier between and among points within the State of Florida.

2.1.2 Scope

Carrier's services are provided subject to the availability of facilities and subject to the terms and conditions of this tariff. All services within the jurisdiction of the Commission provided by Carrier between and among points in Florida are governed by this tariff.

2.1.3 Interconnection with Other Carriers

Service provided by Carrier may be connected with services or facilities of other carriers or may be provided over facilities provided by carriers other than Carrier. However, service provided by Carrier is not a part of a joint undertaking with any other carrier providing telecommunications channels, facilities, or services.

Resellers and rebillers of Carrier's services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Commission.

2.1.4 Counsel for Carrier

Counsel for Carrier is: Swidler Berlin Shereff Friedman, LLP, 3000 K Street, N.W., Suite 300, Washington, D.C. 20007-5116, (202) 424-7500.

Issued: October 26, 2001

Effective:

Issued By: Fred Chernow, President
4745 Walnut Street, Suite 300
Boulder, Colorado 80301

SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)**2.2 Limitations**

- A. Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this tariff in compliance with limitations set forth in the Commission's rules.
- B. Carrier reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this tariff, signed contract, or the law, with notice as required by the rules of the Commission.
- C. Carrier does not undertake to transmit messages, but offers the use of its facilities, when available, for that purpose.

2.3 Use**2.3.1 Lawful Purpose**

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of the service.

2.3.2 Use of Service for Unlawful and/or Fraudulent Purposes

Carrier's services are provided subject to the condition that they will not be used for any unlawful and/or fraudulent purpose. Services will not be furnished if any law enforcement agency, acting within its jurisdiction, advises Carrier that such services are being used or are likely to be used in violation of the law and/or in a fraudulent manner. If Carrier receives other evidence giving reasonable cause to believe that such services are being used or are likely to be used for unlawful and/or fraudulent purposes, it may either discontinue or deny the services and/or refer the matter to the appropriate law enforcement agency in accordance with law and/or Commission rules.

Issued: October 26, 2001

Effective:

Issued By: Fred Chernow, President
4745 Walnut Street, Suite 300
Boulder, Colorado 80301

SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)**2.3 Use (Cont'd)****2.3.2 Use of Service for Unlawful and/or Fraudulent Purposes**

Carrier's services are provided subject to the condition that they will not be used for any unlawful and/or fraudulent purpose. Services will not be furnished if any law enforcement agency, acting within its jurisdiction, advises Carrier that such services are being used or are likely to be used in violation of the law and/or in a fraudulent manner. If Carrier receives other evidence giving reasonable cause to believe that such services are being used or are likely to be used for unlawful and/or fraudulent purposes, it may either discontinue or deny the services and/or refer the matter to the appropriate law enforcement agency in accordance with law and/or Commission rules.

2.3.3 Unauthorized Use

Any individual who uses or receives Carrier's services other than under the provisions of an accepted application for service and a current Customer relationship shall be liable for the appropriate rates and charges for the service received and for Carrier's costs of investigation and collection.

2.3.4 Recording Devices

Carrier's services are not designed for the use of recording devices, and Customers who use such devices to record two-way telephone conversations do so at their own risk.

2.3.5 Use of Service Mark

No Customer shall use any service mark or trademark of Carrier or refer to Carrier in connection with any product, equipment promotion, or publication of the Customer without the prior written consent of Carrier.

Issued: October 26, 2001

Issued By: Fred Chernow, President
4745 Walnut Street, Suite 300
Boulder, Colorado 80301

Effective:

SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)**2.4 Liability**

Except for granting credit allowances for interruptions of service as provided in the last paragraph of this section, Carrier shall not be liable for any claim or loss, expense or damage, for any failure of performance due to failure or malfunction of Customer-supplied equipment, acts of God, storms, fires, floods or other catastrophes, power failure, natural emergencies, insurrections, riots or wars, or any law, order, regulation, or other action of any governmental authority or agency thereof.

Carrier shall not be liable for, and shall be fully indemnified and held harmless by, Customers against any claim or loss, expense or damage, for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name, service mark, or proprietary or creative right, or any other injury to any person, property, or entity arising out of the material, data, or information transmitted.

No agent or employee of any other carrier shall be deemed to be an agent or employee of Carrier.

Carrier's liability due to any failure of the transmission shall not exceed an amount equal to the charges provided for by the applicable tariff (for regulated services) and applicable price list, catalogue, and/or contract (for all other services) for the call.

Carrier shall not be liable for damages arising out of the use of Carrier's services for the transmission of anything other than voice grade service. Notwithstanding anything to the contrary in this section, if Carrier's service is interrupted and remains out of service for more than twenty-four (24) hours after the earlier of being reported to Carrier or being found by Carrier to be out of order, and if the interruption is not the result of a negligent or willful act by the Customer, a malfunction of Customer-owned equipment, Carrier's inability to gain access to the Customer's premises, or causes beyond Carrier's control as described in the first paragraph of this section, Carrier will make appropriate adjustments upon request. Such adjustments, in the form of direct payments or bill credits, will be the proportionate part of the monthly charge for all services and facilities rendered inoperative during the interruption, beginning with the hour of the report to Carrier, or discovery by Carrier, of the interruption.

Issued: October 26, 2001

Effective:

Issued By: Fred Chernow, President
4745 Walnut Street, Suite 300
Boulder, Colorado 80301

SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)**2.5 Equipment****2.5.1 Inspection, Testing, and Adjustment**

Carrier may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this tariff are being complied with in the installation, operation, or maintenance of the Customer's equipment. Carrier may interrupt the service at any time, without penalty to itself, unless interruption exceeds twenty-four (24) hours.

2.5.2 Interference and Hazard

The operating characteristics of Customer premises equipment or communications systems connected to Carrier's services must not interfere with, or impair, any of the services offered by Carrier. Additionally, connected Customer premises equipment must not endanger the safety of Carrier employees or the public, damage or interfere with the functioning of Carrier's equipment, or otherwise injure the public in its use of Carrier's services.

2.5.3 Maintenance and Repair**A. Customer Liability**

The Customer shall be responsible for damages to Carrier's facilities used in the provision of regulated services caused by the negligence or willful act of the Customer or those using Carrier's service through the Customer. The Customer may not physically modify or intrude upon, rearrange, disconnect, remove, or attempt to repair any of Carrier's facilities except upon written consent of Carrier.

Issued: October 26, 2001

Effective:

Issued By: Fred Chernow, President
4745 Walnut Street, Suite 300
Boulder, Colorado 80301

SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)**2.5 Equipment (Cont'd)****2.5.3 Maintenance and Repair (Cont'd)****B. Leased or Owned Facilities**

The Customer's obligation to Carrier is the same whether the facilities involved are Carrier's facilities or are facilities leased by Carrier from another party. If Carrier incurs expenses due to the Customer's actions that result in damage or impairment of Carrier's owned or leased facilities, Carrier will pass on to the Customer any and all expenses to repair Carrier's facilities or that the owner imposes on Carrier for leased facilities.

2.6 Contract for Service

Service is installed upon contractual agreement between a Customer and Carrier. This Customer Contract specifies the terms and conditions of service not covered by this tariff. The contract does not alter the obligations of Carrier to Customers as described in this tariff. The term of the services shall commence and will remain in effect from the service activation date specified in the Customer Contract for the term of that contract. Should Carrier continue to provide service after the initial term without further agreement, the service shall continue under the terms of the then applicable tariff on a month-to-month basis. A Customer Contract may, however, provide for the renewal of the contract for a period similar to its existing term, if the Customer does not advise Carrier that the Customer desires to terminate the contract by a reasonable time prior to its expiration date.

Issued: October 26, 2001Issued By: Fred Chernow, President
4745 Walnut Street, Suite 300
Boulder, Colorado 80301

Effective:

SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)**2.7 Application for Service****2.7.1 Information Required**

When applying for service, each prospective Customer will be required to furnish Carrier with the following information:

- A. The name of the party who will be responsible for payment for the service provided.
- B. The address or addresses or exact location of the premises where service is to be provided and billed.
- C. Any information required to make a proper determination of appropriate creditworthiness, except that Carrier will not use any credit reports other than those reflecting the purchase of utility services to determine the adequacy of a Customer's creditworthiness without the written permission of the Customer. Any credit reports so used shall be mailed to Customer in order to provide the Customer an opportunity to review the data. Refusal of a Customer to permit use of a credit rating or credit service other than that of a utility shall not affect the determination by Carrier as to that Customer's creditworthiness.

2.7.2 Initiation of Service

Service shall be deemed to be initiated upon the service activation date specified in the Customer Contract.

Issued: October 26, 2001

Issued By: Fred Chernow, President
4745 Walnut Street, Suite 300
Boulder, Colorado 80301

Effective:

SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)**2.8 Billing****2.8.1 Monthly Billing**

Bills to Customers will be issued monthly unless Carrier is authorized by the Commission to bill at other than monthly intervals because of unusual circumstances. Toll charges are billed in arrears.

2.8.2 Bill Contents

The bill form or a bill insert will provide the following information: the dates at the beginning and end of the billing period; the last date for timely payment, which shall not be less than thirty (30) days after the bill is rendered; the amount of the net charge, stated by category, for ancillary services and equipment, toll service, information service, sales tax and excise tax, and of any late payment charge, together with the gross amount of the bill, with separate entries for total amounts current or in arrears. Carrier will also comply with reasonable requests for bill detail.

2.8.3 Bill Delivery

The bill form or a bill insert will be delivered electronically unless the customer requests a paper bill.

Electronic bills are delivered by email in ADOBE format. Customers are given access to download a free copy of ADOBE Reader to enable reading of the electronic bill.

Issued: October 26, 2001

Issued By: Fred Chernow, President
4745 Walnut Street, Suite 300
Boulder, Colorado 80301

Effective:

SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)

2.9 Payment for Service

2.9.1 Late Penalty Charge

Carrier may impose a late payment charge not to exceed 1.5% on any bill not paid within thirty (30) days of receipt of the bill. Customer shall be responsible for all costs, including attorneys' fees, incurred in the collection of unpaid charges or in any other action to enforce payments and/or obligations arising under this tariff.

2.9.2 Timely Payment for Residential Customers

Each residential Customer is permitted to have a last day for timely payment changeable for cause in writing.

2.9.3 Collection

No collection efforts other than the rendering of the bill shall be undertaken until the delinquency date.

2.9.4 Taxes

All federal excise taxes, gross receipts taxes, and state and local sales, use and similar taxes, are the responsibility of the Customer, are billed as separate line items, and are not included in the quoted rates.

SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)**2.10 Disputes and Complaints****2.10.1 Disputed Bills**

In the event of a dispute concerning the bill, Carrier will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 2.10.2 shall continue, and the service shall not be disconnected for nonpayment of the disputed amount during this time. If a Customer does not give Carrier written notice of a dispute with respect to Carrier's charges within two (2) years from the later of the date of the bill or the date of the discovery of the dispute, the bill shall be deemed correct and binding upon the Customer. However, the Commission, on its own initiative or upon Customer request, may review disputed bills at any time.

Issued: October 26, 2001**Effective:**

**Issued By: Fred Chernow, President
4745 Walnut Street, Suite 300
Boulder, Colorado 80301**

SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)**2.10 Disputes and Complaints (cont'd)****2.10.2 Complaint Procedures**

Inquiries, general questions, or complaints may be directed informally to Carrier by telephone, in person, or in writing at Carrier's office located at 4745 Walnut Street, Suite 300, Boulder, CO 80303. Carrier's customer service department can be reached by dialing the following toll-free number: (800) 301-0788. Complaints concerning the charges, practices, facilities, or services of Carrier will be investigated promptly and thoroughly. Carrier will keep records of each complaint showing the name and address of the complainant, the date and nature of the complaint, its disposition, and all other pertinent facts dealing with the complaint that will enable Carrier to review and analyze its procedures and actions. The records maintained by Carrier under this tariff will be available for inspection by the Commission or its staff upon request. Within thirty (30) days of the receipt of a written complaint, Carrier will provide written notice to the Customer of the status of the complaint. Each Customer may file with the Commission for resolution of disputes. The address of the Commission is:

Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770

2.10.3 Bill Insert or Notice

Carrier shall notify Customers, by bill insert or notice on the bill form, of the address and telephone number where a Carrier representative qualified to assist in resolving the complaint can be reached.

Issued: October 26, 2001

Effective:

Issued By: Fred Chernow, President
4745 Walnut Street, Suite 300
Boulder, Colorado 80301

SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)**2.11 Service Refusal and Discontinuance****2.11.1 Notice of Pending Discontinuance**

Prior to the discontinuance of service, Carrier shall provide at least five (5) days, excluding Sundays and legal holidays, prior written notice to the Customer setting forth the reason for disconnection and the final date by which the account is to be settled or specific action taken. Final dates shall be at least five (5) days, excluding Sundays and legal holidays, with respect to an unpaid bill, after the notice is rendered. The notice shall be considered rendered to the Customer when deposited in the U.S. Mail with postage prepaid. If delivery is by other than U.S. Mail, the notice shall be considered rendered when delivered to the last known address of the person responsible for payment for the service. The notice will specify (800) 301-0788 as a toll-free number at which a Carrier representative can be reached to provide additional information about the discontinuance.

2.11.2 Reasons for Service Refusal and Discontinuance

Carrier may discontinue service to a Customer under the following conditions after giving the Customer at least five (5) days' (excluding Sundays and legal holidays) prior written notice:

- A. for failure of the Customer to pay a bill for service when due;
- B. for failure of the Customer to meet Carrier's deposit and credit requirements;
- C. for failure of the Customer to make proper application for service;
- D. for the Customer's violation of any of Carrier's rules on file with the Commission;
- E. for failure of the Customer to provide Carrier reasonable access to is equipment and property;

Issued: October 26, 2001

Effective:

Issued By: Fred Chernow, President
4745 Walnut Street, Suite 300
Boulder, Colorado 80301

SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)

2.11 Service Refusal and Discontinuance (cont'd)

2.11.2 Reasons for Service Refusal and Discontinuance (cont'd)

- F. for Customer's breach of the contract for service between Carrier and the Customer;
- G. for a failure of the Customer to furnish such service between Carrier and the Customer;
- H. for a failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by Carrier as a condition of obtaining service;
or
- I. when necessary for the utility to comply with any order or request of any governmental authority having jurisdiction.

Service will not be disconnected on any Friday, Saturday, Sunday, or legal holiday, or at any time when Carrier's business offices are not open to the public, except when an emergency exists.

Issued: October 26, 2001

Issued By: Fred Chernow, President
4745 Walnut Street, Suite 300
Boulder, Colorado 80301

Effective:

SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)**2.12 Cancellations and Deferments of Service**

When a Customer cancels or defers an order for service before the service is activated, a charge applies that will allow Carrier to recover its unrecovered costs, including but not limited to outside vendor charges, engineering, labor, materials, and equipment. Charges apply as follows:

2.12.1 Cancellation

In a cancellation situation, the charge is equal to the unrecoverable costs incurred prior to the request for cancellation and the costs of removal, restoration, and disposal, if any, to comply with the cancellation. Those costs include, but are not limited to, costs of outside vendors, engineering, labor, nonrecoverable materials, and equipment expense.

2.12.2 Deferment of Start of Service

If a request for deferment of service is received by Carrier prior to the date an order for equipment or service is placed with Carrier's supplier, no charge shall apply. For deferments received by Carrier subsequent to the date the order for equipment or service is placed with Carrier's supplier, a monthly recurring charge based upon the costs incurred prior to the request for the deferment applies. This monthly rate shall be equal to the deferred investment multiplied by the monthly prime interest rate as announced by the Wall Street Journal, plus recurring costs resulting directly from the deferral such as storage, taxes, etc. In addition, any extraordinary nonrecurring costs resulting from the deferral, such as additional engineering, labor, and transportation, shall be billed in total. Billing shall start at the beginning of the month of deferment and extend to the start of service. Charges shall not exceed the monthly rate that would have applied had the service been established. Carrier will also charge the Customer who defers service any and all rates and charges incurred by Carrier for any leased facilities for which Carrier is held responsible. Carrier will make a good faith effort to minimize those rates and charges whenever possible.

Issued: October 26, 2001

Effective:

Issued By: Fred Chernow, President
4745 Walnut Street, Suite 300
Boulder, Colorado 80301

SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)

2.13 Information Service Access Blocking

Where facilities are available, Customers have the option to block access to all "900" prefix numbers, without charge. Carrier will comply with all applicable rules of the Commission concerning such blocking.

Issued: October 26, 2001

Issued By: Fred Chernow, President
4745 Walnut Street, Suite 300
Boulder, Colorado 80301

Effective:

SECTION 3 DESCRIPTION OF SERVICES OFFERED**3.1 Long Distance Interexchange Services****3.1.1 Nature of Service**

Carrier offers long distance, interexchange telephone services that allow Customers to originate and terminate calls at locations within the State of Florida. Usage charges are billed on a "flat rate" basis so that calls in any time period, day, evening, night or weekend are subject to the same per-minute rate.

3.1.2 Availability

Carrier offers long distance interexchange services in Florida. These services are an add-on to interstate long-distance services provided by Carrier, and are available as provided in Carrier's interstate tariff.

3.1.3 Dialing Procedures

Long distance interexchange services may be accessed by dialing the digit "1", followed by the NPA/area code, then the desired 7-digit local telephone number. Customers may also need to employ 1010XXX dialing, using an XXX code to be supplied by Carrier, to direct intraLATA calls to Carrier. Those calls may otherwise be carried by another carrier.

Issued: October 26, 2001

Issued By: Fred Chernow, President
4745 Walnut Street, Suite 300
Boulder, Colorado 80301

Effective:

SECTION 3 DESCRIPTION OF SERVICES OFFERED (Cont'd)**3.2 800 Services****3.2.1 Nature of Services**

Carrier 800 services are inward WATS services that permit intrastate calls to a Customer's station in one location from stations in diverse geographical locations, and for which Carrier Customer is billed for the calls rather than the call's originator. Unless otherwise specified, all Carrier 800 calls are subject to an 6-second average connect time (i.e., total monthly minutes of use divided by total monthly calls must equal at least 6 seconds), after the first 18 seconds of the call, for a given terminating service group. All calls are rounded up to the next higher 6-second increment, with the exception of the minimum connect time for the first 18 seconds of a call. In the event that 800 calls do not meet the 6-second average connect time requirement, billable usage will be increased by a surcharge equal to the necessary number of minutes at the average cost per minute to meet the 6-second requirement.

3.3 Postpaid Calling Card Service

Postpaid calling card service is available to Customers of Carrier's long distance services. Charges for such calls appear on the Customer's regular monthly bill.

Customers may reach Carrier's network via Carrier's toll free number (800) 950-0788. Postpaid Calling Card calls made via Carrier's toll free number are billed in sixty (60) second initial billing period and sixty (60) second additional billing period increments.

Issued: October 26, 2001

Effective:

Issued By: Fred Chernow, President
4745 Walnut Street, Suite 300
Boulder, Colorado 80301

SECTION 3 DESCRIPTION OF SERVICES OFFERED (Cont'd)**3.4 Directory Assistance**

Carrier does not provide local directory assistance.

3.5 Operator Services

Carrier will route all operator assisted calls to Carrier's Connecting Carrier.

3.6 Promotional Offerings

Carrier may from time to time engage in special promotional service offerings designed to attract new Customers or to increase existing Customers' awareness of a particular tariff offering. These offerings may be limited to certain dates, times and/or locations. Carrier's promotional offerings will be approved by the Commission with specific starting and ending dates. Under no circumstances will a promotional offering of Carrier run for longer than 90 days in any 12-month period.

3.7 ICBs

In addition to tariffed promotional offerings, Carrier may, in conjunction with the Most Favored Customer clause in its Customer Services Agreement, offer individualized arrangements on a case-by-case basis where necessary to meet prices, terms, or conditions of service offered by competitors. In such cases, the prices offered by Carrier shall not exceed the prices for similar services contained in this tariff.

Issued: October 26, 2001

Issued By: Fred Chernow, President
4745 Walnut Street, Suite 300
Boulder, Colorado 80301

Effective:

SECTION 4 - RATES AND CHARGES**4.1 Nonrecurring Charges****4.1.1 Early Termination Charges**

If a Customer terminates service prior to the expiration of the term of the contract (see Section 2.6), the Customer will be required to pay an early termination charge. If termination is after the execution of the contract but before the installation of service, the early termination charge will be equal to the reasonable expenses incurred by Carrier through the date of termination. If termination occurs after the installation of service, the early termination charge will be equal to ten percent (10%) of the last three (3) months' average billing multiplied by the number of months in the remaining term of the contract.

4.1.2 Third Party Vendor Charges

Customers may also be charged for certain charges incurred by Carrier (at the Customer's instruction) in obtaining services from third party vendors. At the earliest opportunity, the Customer will be advised of the nature of the charges and the estimated amount of the charges.

Issued: October 26, 2001

Effective:

Issued By: Fred Chernow, President
4745 Walnut Street, Suite 300
Boulder, Colorado 80301

SECTION 4 - RATES AND CHARGES (Cont'd)**4.2 Usage Rates****4.2.1 Long Distance Interexchange Services****A. Chargeable Time**

Chargeable time begins when the connection is established between the calling station and the called station. Chargeable time ends when either side of the connection is terminated. Chargeable time does not include time lost because of faults or defects in the service.

Except as otherwise stated in this Tariff, calls are billed in eighteen (18) second initial billing period, which is the minimum connection time, and six (6) second additional billing period increments. Any fractional portion of a call will be rounded up to the next highest six (6) second billing increment.

B. Determination of Mileage

Mileage for distance-sensitive rates is determined on an airline miles basis. Calling distance is measured from the rate center of the originating terminal (instrument from which the call is placed or switch location if autodialed from the instrument location) to the rate center of the destination of the call, regardless of Carrier routing. The rate centers of a call are assigned geographical vertical and horizontal coordinates (V&H). These V&H points are determined by the underlying carrier of the service.

Issued: October 26, 2001

Issued By: Fred Chernow, President
4745 Walnut Street, Suite 300
Boulder, Colorado 80301

Effective:

SECTION 4 - RATES AND CHARGES (Cont'd)**4.2 Usage Rates (cont'd)****4.2.1 Long Distance Interexchange Services (cont'd)****C. Outbound (1+)**

Switched	\$0.11 per minute
Dedicated	\$0.05 per minute

D. Inbound (800 Service)

Switched	\$0.120 per minute
Dedicated	\$0.055 per minute

E. Post-Paid Calling Cards

Via 800 Access

\$0.10 per minute

F. Public Payphone Use Charge

In addition to the per minute charges set forth in this Section 4, a public payphone use charge applies to all completed consumer calls made from a payphone which are not paid on a sent paid basis.

Per Call	\$0.35
----------	--------

4.2.2 Billing Charges

Electronic Billing (Email)	No Charge
Paper Billing (US mail)	\$1.50 per bill

387827.1

Issued: October 26, 2001

Effective:

Issued By: Fred Chernow, President
4745 Walnut Street, Suite 300
Boulder, Colorado 80301